From: Lauren Turner <lauren@opentech.fund>

Sent: Monday, July 06, 2020 8:57 AM

To: Grant Turner

Cc: Heidi Pilloud; Nat Kretchun; Marcus Murchison; John Barkhamer; Virginia Boateng;

David Kligerman; Lillian Cheng; Thomas Layou

Subject: Re: OTF FY-20 Grant Amendment #002 - FAIN:OT01-20-GO-00001 - Funding for July,

2020

Attachments: OTF Cash Analysis Jun-Dec_060720.pdf; 2020_07_OTF July 2020 Funding Request.pdf;

OTF FY20 Grant Agreement Amdt. 002 - FAIN OT01-20-GO-00001 July 2020 Funding

06 29 20.pdf

Dear Grant,

I am writing to follow-up on Virginia's email and the amended grant agreement, which modifies our agreed-upon quarterly disbursement to a monthly disbursement. OTF will agree to the monthly disbursement for July, because, as the numbers attached show, we have no choice at this point. Please understand, however, that our acceptance of the July disbursement is not an agreement to receive our funds on a monthly basis going forward. The signed agreement is attached along with our funding request.

We first learned of the decision to change our agreed-upon quarterly disbursement to a monthly disbursement in papers filed in court by DOJ last week. At the same time, we learned that the decision is subject to negotiation. Please advise when and with whom we will undertake the negotiations regarding our disbursements.

I recall that we discussed OTF's need for quarterly disbursements at length during the time that we negotiated the FY2020 grant agreement and that your office understood that quarterly disbursements represent the realistic demands of our operations; hence the agreement between Libby, John Barkhamer, and the remaining members of the budget office in April. Although our need for quarterly disbursements was established and agreed upon many months ago (and even during the time that we were a project within RFA), we appreciate that newer arrivals to USAGM, who are not familiar with our funding model, may benefit from hearing that directly from OTF. We are happy to bring your colleagues up to speed on how and why quarterly funding is necessary to both live out congressional intent for internet freedom funds and to keep our independent non-profit organization operationally viable.

Although we have not had an opportunity to engage with CEO Pack directly, we note that he has stated publicly that supporting Internet freedom is a "high priority" for USAGM. We completely agree and want to ensure that we're able to work effectively with your team to resume quarterly disbursements as quickly as possible to ensure that our shared mission to advance Internet freedom globally is not derailed.

We are hopeful that a conversation can get us back on track to the agreed-upon quarterly disbursements that our business model demands. As noted, we would like to address this issue as soon as possible so that we can head-off any additional disruption to our operations and to congressionally appropriated support of internet freedom. We also ask that you please provide assurances as to the intended schedule of disbursements for our remaining FY2020 funds, so that we can responsibly and effectively distribute them in line with congressional intent.

As you'll recall from our financial plan, in addition to \$1.14m drawdowns in July and August to cover our current ongoing funding rounds, we are slated to draw down \$7.2m in September; \$5.6 of which is specifically for the Technology at Scale Fund. We have already begun preparations to open a new Technology at Scale round in order to expand the pool of Internet Freedom vendors servicing USAGM directly. However, without sufficient

Case 1:20-cv-01047-VJW Document 11-3 Filed 10/15/20 Page 2 of 76

assurances that this funding will be available, we will not be able to kick off the competitive procurement and rigorous due diligence process required for large awards like these under 2 CFR 200. Additionally, current Technology at Scale contracts expire in November, and a delay will disrupt the startup process for any new awardees and potentially disrupt service to USAGM.

We look forward to the opportunity to discuss these issues. Please propose a time for a call and we will make ourselves available.

Please see attached for responses to Virginia's specific questions regarding our funding needs.

Best, Lauren

From: Virginia Boateng < vboateng@usagm.gov>

Subject: FW: OTF FY-20 Grant Amendment #002 - FAIN:OT01-20-GO-00001 -

Funding for July, 2020

Date: June 29, 2020 at 1:07:55 PM EDT

To: Heidi Pilloud < heidi@opentech.fund >, Nat Kretchun < nat@opentech.fund >

Cc: Grant Turner < GTurner@usagm.gov>, John Barkhamer

<<u>JBarkhamer@usagm.gov</u>>, Thomas Layou <<u>TLayou@usagm.gov</u>>, Lillian Cheng

<LCheng@usagm.gov>, David Kligerman <dkligerman@usagm.gov>, Marcus

Murchison <mmurchison@usagm.gov>

Good afternoon Heidi,

Please find attached, a revised <u>Amendment #002 to the OTF FY20 Grant</u> <u>Agreement</u> between the USAGM and OTF, which provides operational funds for **July 1, 2020**, as approved in the FY2020 Internet Freedom Spend Plan Submission to Congress pursuant to the FY-2020 Appropriations Bill – P.L. 116-94. The Financial Assistance Identification Number (FAIN) for this Grant Award is OT01-20-GO-00001. At this time, USAGM intends to approve the submitted financial plan for the period of July 1 - 31, 2020 only in the amount of \$1,619,926.

As a part of this request, can you provide a detailed explanation of the impacts of the transfer of RFA's contracts onto your books? If you anticipate a problem, can you provide a list of payments that are scheduled to be paid during the period of July – September, 2020?

Please provide a signed version of this Grant Amendment and your entity's July 2020 funding request in the amount of **\$1,619,926** in order to expedite the payment process. We will provide a copy of the bilaterally signed version of this agreement and the approved financial plan once all necessary signatures have been obtained.

If you have any questions, please let me know.

Thanks, Virginia

Virginia C. Boateng
Budget Analyst
U.S. Agency for Global Media (USAGM)
Office of the Chief Financial Officer
Budget Division
(202) 203-4644
yboateng@usagm.gov

Lauren Turner

General Counsel

Open Technology Fund
lauren@opentech.fund

Ph/Signal: +1 202.492.0652

CONFIDENTIAL COMMUNICATION

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GRANT AGREEMENT BETWEEN THE U.S. AGENCY FOR GLOBAL MEDIA AND OPEN TECHNOLOGY FUND

FAIN: OT01-20-GO-00001

GRANT FUNDS TABLE

| | FY 2020 PROGRAM PLAN | Previous Award Total | Current Award | New Award Total | Currency gain/(loss) (Informational) |
|-----------------------------------------|----------------------------|----------------------------|------------------|--------------------|--------------------------------------------|
| Open Technology Fund ¹ | \$19,825,000 | \$8,777,872 | \$1,619,926 | \$10,397,798 | Non-Reported |
| Internet Freedom | N/A | \$600,000 | \$0 | \$600,000² | Non-Reported |
| TOTAL FUNDING | \$19,825,000 | \$9,377,872 | \$1,619,926 | \$10,997,798 | Non-Reported |

This Agreement constitutes Amendment number two (002) (the "Amendment") to the Fiscal Year ("FY") 2020 Grant Agreement between the U.S. AGENCY FOR GLOBAL MEDIA ("USAGM") and OPEN TECHNOLOGY FUND ("Non-Federal Entity") signed in January 2020 (the "Grant Agreement"). USAGM hereby grants an additional amount of \$1,619,926 of no-year funds to OPEN TECHNOLOGY FUND, up to \$1,138,441 shall be used to support Internet freedom projects. The remainder shall be used to fund OTF salaries and operations.

With the additional amounts granted under this agreement, the total amount USAGM has granted to the NFE for FY 2020 is \$10,997,798 of which, \$600,000 of the no-year funds are provided by the Consolidated Appropriations Act of 2019 (Div. F, P.L. 116-6); and, \$10,397,798 (up to \$9,231,225 shall be used to support Internet freedom projects. The remainder shall be used to fund OTF salaries and operations.) of the no-year funds are provided by the Further Consolidated Appropriations Act, 2020, P.L. 116-94.

Except as otherwise expressly provided herein, the other provisions of the FY 2020 Grant Agreement shall remain in full force and effect.

¹ FY 2020 Internet Freedom Spend Plan Submission to Congress dated April 3, 2020 was approved April 23, 2020.

² \$600,000 of the no-year funds were provided by the Consolidated Appropriations Act of 2019 (Div. F, P.L. 116-6).

FY 20 GRANT AGREEMENT | Amendment Number 001 - FAIN: OT01-20-GO-00001

| OPEN TECHNOLOGY FUND | U.S. AGENCY FOR GLOBAL MEDIA |
|--------------------------------------------------------|--------------------------------------|
| BY Dilland | BY |
| Heidi Pilloud Treasurer and Chief Financial Officer | Michael Pack Chief Executive Officer |
| DATE 6 July 2020 | DATE |



2101 L St. NW, Suite 300 Washington, D.C. 20037 USA

6 July 2020

Mr. Grant Turner Chief Financial Officer U.S. Agency for Global Media (USAGM) 330 Independence Ave. SW Suite #3360 Washington, DC 20037

Re: Funding Request FY2020 – July 1 through July 31, 2020

Dear Grant:

In accordance with OTF's Financial Plan for FY 2020, covering the period October 1, 2019 through September 30, 2020, OTF is requesting Internet Freedom funds of \$1,619,926 for the month beginning July 1, 2020 through July 31, 2020.

We are at this time requesting \$1,619,926 to be wired to our account # at SunTrust Bank (ABA number #061000104).

If you have any questions, please contact me at (202) 471-0420 or heidi@opentech.fund.

Sincerely,

Heidi C. Pilloud Chief Financial Officer

Open Technology Fund - Cash on Hand Analysis

Current Obligations as of 1 July 2020

| Month | Jun-20 | Jul-20 | Aug-20 | Sep-20 | Oct-20 | Nov-20 | Dec-20 |
|-------------------------------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-----------------|
| Est. operating costs accrued per month | \$ 80,000.00 | \$ 200,000.00 | \$ 200,000.00 | \$ 200,000.00 | \$ 200,000.00 | \$ 200,000.00 | \$ 200,000.00 |
| FY20 Contract work accrued to be paid | \$ 966,433.20 | \$ 635,757.77 | \$ 635,757.77 | \$ 615,264.43 | \$ 546,645.93 | \$ 503,570.93 | \$ 204,410.93 |
| Pre-FY20 Contract work accrued to be paid | \$ 908,745.84 | \$ 948,771.34 | \$ 761,377.92 | \$ 598,956.58 | \$ 394,929.14 | \$ 300,568.15 | \$ 300,568.15 |
| Total costs accrued for month | \$ 1,955,179.04 | \$ 1,784,529.11 | \$ 1,597,135.69 | \$ 1,414,221.01 | \$ 1,141,575.08 | \$ 1,004,139.09 | \$ 704,979.09 |
| Starting cash on hand | 7,923,474.88 | 5,968,295.84 | 4,183,766.73 | 2,586,631.04 | 1,172,410.03 | 30,834.95 | (973,304.14) |
| minus: costs to be paid | \$ (1,955,179.04) | \$ (1,784,529.11) | \$ (1,597,135.69) | \$ (1,414,221.01) | \$ (1,141,575.08) | \$ (1,004,139.09) | \$ (704,979.09) |
| Ending cash on hand | 5,968,295.84 | 4,183,766.73 | 2,586,631.04 | 1,172,410.03 | 30,834.95 | (973,304.14) | (1,678,283.23) |

- 1. Figures for June 2020 display amounts accrued as of June 30 but not yet paid (estimate until books close on 7/20).
- 2. This table details the projected burn rate per each month for current OTF obligations, inclusive of obligations inherited from RFA as of 1 June 2020.
- 3. This table assumes that there will be no additional contract obligations outside of current obligations; i.e., OTF's operating mission will cease other than to monitor and eventually close out current obligations.
- 4. This table assumes a straight-line implementation of contracts by value and timely invoicing; actual timing of work and invoice submission may vary.

Cash vs Obligations and Operating Costs through 30 Sep 20

| SURPLUS/(DEFICIT) | (3,999,511.46) | Ŭ |
|--------------------------------------|----------------|---|
| Remaining FY20 operating costs | (680,000.00) | С |
| Pre-FY20 unpaid contract obligations | (6,593,489.79) | В |
| FY20 unpaid contract obligations | (4,649,496.55) | Α |
| Current cash balance | 7,923,474.88 | _ |

- A) This balances includes both liquidated balances not yet paid and unliquidated obligations.
- B) This balance is all unliquidated obligations reported per the RFA auditor's report, minus payments already processed by OTF after 31 May 2020.
- C) This balance estimates operating costs through 30 September 2020; in order to continue monitoring, payments, and eventual close-out of current contracts, operating costs will need to be funded through December 2021.

United States Court of Appeals

FOR THE DISTRICT OF COLUMBIA CIRCUIT

No. 20-5195

September Term, 2019

1:20-cv-01710-BAH

Filed On: July 21, 2020

Open Technology Fund, et al.,

Appellants

٧.

Michael Pack, in his official capacity as Chief Executive Officer and Director of the U.S. Agency for Global Media,

Appellee

BEFORE: Tatel, Griffith, and Millett, Circuit Judges

ORDER

Upon consideration of the emergency motion for injunction pending appeal, the opposition thereto, the reply, and appellants' Rule 28(j) letter, it is

ORDERED that the motion for injunction pending appeal be granted. The government is hereby enjoined from taking any action to remove or replace any officers or directors of the Open Technology Fund ("OTF") during the pendency of this expedited appeal. The officers and directors of OTF that were in those roles prior to the government's actions on June 17, 2020, shall continue in their normal course throughout the pendency of this appeal.

Appellants have satisfied the stringent requirements for an injunction pending appeal. See Winter v. Natural Res. Def. Council, Inc., 555 U.S. 7, 20 (2008); D.C. Circuit Handbook of Practice and Internal Procedures 33 (2019).

Initially, appellants have demonstrated a likelihood of success on the merits. At this juncture, it appears likely that the district court correctly concluded that 22 U.S.C. § 6209(d) does not grant the Chief Executive Officer of the United States Agency for Global Media, Michael Pack, with the authority to remove and replace members of OTF's board. OTF is not a broadcaster, is not mentioned in § 6209(d), and is not sufficiently similar to the

United States Court of Appeals

FOR THE DISTRICT OF COLUMBIA CIRCUIT

No. 20-5195

September Term, 2019

broadcast entities expressly listed in § 6209(d) to fit within the statutory text. As for the government's argument that the bylaws authorize such intervention by Mr. Pack, they appear at this juncture only to reference the exercise of statutory authority, which does not seem to include control of OTF's board or operations.

Appellants have also demonstrated irreparable harm because the government's actions have jeopardized OTF's relationships with its partner organizations, leading its partner organizations to fear for their safety. Cf. Bellsouth Telecomm., Inc. v. MCIMetro Access Transmission Servs., LLC, 425 F.3d 964, 970 (11th Cir. 2005) ("[L]oss of customers and goodwill is an irreparable injury.") (internal citation omitted); Promatek Indus., Ltd. v. Equitrac Corp., 300 F.3d 808, 813 (7th Cir. 2002) (loss of goodwill is irreparable harm). Further, absent an injunction during the appellate process, OTF faces an increasing risk that its decision-making will be taken over by the government, that it will suffer reputational harm, and that it will lose the ability to effectively operate in light of the two dueling boards that presently exist.

Finally, the balance of the equities and the public interest weigh in favor of an injunction. The government has asserted no irreparable harm or injury to the public interest beyond the claimed right to exercise the very powers that are at the heart of this litigation and for which appellants have shown a likelihood of success on appeal. And an injunction pending appeal will be relatively short-lived because of the highly expedited schedule for this appeal.

Per Curiam

FOR THE COURT:

Mark J. Langer, Clerk

BY: /s/

Lynda M. Flippin Deputy Clerk From: Fermaint Rios <FRios@usagm.gov>
Sent: Friday, July 31, 2020 9:29 PM

To: Natalie Ellis; J.R. Hill

Subject: Proposed Reinstatement of USAGM's Blanket Ordering Agreement (BOA) for Internet

Freedom Tools - BBG50-G-15-0006

Importance: High

Good evening,

The purpose of this notice is to advise you of the USAGM's intention to reinstate your Blanket Ordering Agreement (BOA) with the USAGM for internet freedom tools that were formerly administered and maintained by the agency's Office of Internet Freedom (OIF) under contract number BBG50-G-15-0006.

If you concur with the reinstatement of your previous blanket ordering agreement, under its original terms, except as modified by the "open season" held in 2018, please respond in the affirmative by replying to contracting officer J.R. Hill at chill@usagm.gov and Ms. Natalie Ellis at nellis@usagm.gov no later than 12PM on Tuesday, August 4, 2020. Upon receiving your affirmative response, the agency will issue a unilateral modification to the previous BOA to reinstate it. lf you do not respond to this notice, the USAGM will not reinstate your agreement.

General BOA Information and Upcoming Solicitations

The Internet Censorship Circumvention Tools Blanket Ordering Agreement was awarded as a multiple-award/multiple task-area agreement. The agency intends to hold competitive procurements for the issuance of new task orders shortly after reinstating each vendor's BOA. The agency anticipates issuing a streamlined solicitation for Task Area 1 and Task Area 2 within a week of reinstating the BOAs.

The streamlined solicitation for Task Area 1 will consists of work related to desktop and mobile client-based proxy software and software development kit (SDK). Vendors will be invited to bid on one, two or all three areas within Task Area 1. The agency anticipates making two awards each for mobile and desktop, and a single award for SDK, but reserves its right to make more awards. At this time, the agency anticipates making a single award under Task Area 2, but reserves its right to make multiple awards.

After awarding the first set of task orders, the agency anticipates issuing a streamlined solicitation for Task Area 5 prior to the end of this fiscal year. However, the exact date for issuance of task order solicitations is not guaranteed and may occur later in the year.

As of this date, the agency has not definitized work for Task Area 4 and has no plans to issue work under Task Area 3.

Scope and Purpose of Original BOA

The overall purpose of the BOA and the general nature of the work for task orders awarded under the BOA is to obtain Internet censorship circumvention tools and services. The primary supplies and services required under this contract relate to state-of-the art, specialized information technology (IT) software and systems for circumventing Internet censorship by foreign governments, and require active, ongoing maintenance and support throughout the term of the Task Orders by the Contractor to ensure required service levels.

Description of Task Areas 1, 2, 4 and 5

Task Area 1 - Circumvention Client Software

Case 1:20-cv-01047-VJW Document 11-3 Filed 10/15/20 Page 11 of 76

Contractors will be required to provide a system to circumvent Internet censorship imposed by foreign governments and Internet Service Providers (ISPs) using client software technology, which, at a minimum, transparently proxies HyperText Transfer Protocol (HTTP) traffic, and may, based on individual Task Order requirements, implement transparent proxy services for additional protocol traffic, up to and including full Virtual Private Network (VPN) service. This system will be required to work on operating systems as specified in each individual Task Order, which may include various desktop and mobile computing devices. This system must allow Internet users in target countries to use this client software package to circumvent the censorship of the Internet within their country.

Task Area 2 - Clientless Web Proxies

Contractors will be required to provide a network of web proxies which may be accessed by any web browser which supports Secure Hypertext Transfer Protocol (HTTPS) and which can be distributed by BBG broadcasters. This system must allow Internet users in target countries to circumvent the censorship of the Internet within their country by accessing web proxies operated by the Contractor which are distributed globally and use a diverse set of domain names and dynamic IP addresses which cannot easily be discovered, enumerated, and blocked. The proxy sites will need to be changed regularly, based on the specifics of site blockages in the target countries.

Task Area 3 - Reserved

There is no plan to award work under Task Area 3 at this time.

Task Area 4 - Electronic Mail Newsletter Distribution

Contractors will be required to distribute an electronic mail (email) newsletter provided by BBG broadcasters to a list of electronic mail addresses provided by the broadcasters, and validated by the Contractor, on a schedule as specified in the Task Order. Contractors will be required to evade attempts by foreign governments to censor these newsletters by a variety of techniques.

Task Area 5 - Censorship Circumvention Technical Expertise and Support

Contractors will be required to provide technical expertise in Internet censorship circumvention to further the BBG's other Internet anti-censorship initiatives. This may consist of producing technical documentation and reports on the current state of Internet censorship in target countries; providing computer programming and software engineering for BBG's internal software products, open source software, or other Contractor's software; or setup, maintenance, and operation of computer systems and network devices.

Important Notice: The agency is conducting this procurement action under its statutory authority to conduct procurements without regard to any other provision of law relating to such procurements [See 22 U.S.C. 6204(a)(10)]. Where Congress has authorized a government entity to acquire goods or services "notwithstanding any other provision of law", those transactions, by their nature, are not subject to the Federal Acquisition Regulations (FAR), or to other procurement-related laws, such as the Competition in Contracting Act (CICA) [See 10 U.S.C. 2304, "...except in the case of procurement procedures otherwise expressly authorized by statute..."]. Because competition requirements under CICA do not apply to this reinstated procurement, GAO will not have jurisdiction over protests related to any task order awarded under the reinstated BOA. All protests must be submitted directly to the contracting officer.

Please submit all inquiries to both J.R Hill and Ms. Natalie Ellis and remember to confirm your concurrence with reinstating your BOA no later than 12PM on Tuesday, August 4, 2020.

The USAGM and the Office of Contracts looks forward to working with you.

Sincerely,

Fermaint Rios

<u>Director, Office of Contracts</u> Office: (202) 382-7860

Mobile: (202) 705-0649

Case 1:20-cv-01047-VJW Document 11-3 Filed 10/15/20 Page 12 of 76

U.S. Agency for Global Media | Broadcasting Board of Governors 330 Independence Ave. SW | Washington, DC 20237 http://usagm.gov



Case 1:20-cv-01047-VJW Document 11-3 Filed 10/15/20 Page 13 of 76 Document Number: 951700-20-G-0161 Contract Number: 951700-20-G-0161 Page 1 of 12

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Def. App. 405

Case 1:20-cv-01047-VJW Document 11-3 Filed 10/15/20 Page 14 of 76 Document Number: 951700-20-G-0161 Contract Number: 951700-20-G-0161 Page 2 of 12

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Case 1:20-cv-01047-VJW Document 11-3 Filed 10/15/20 Page 15 of 76 Document Number: 951700-20-G-0161 Contract Number: 951700-20-G-0161 Page 3 of 12

Table of Contents

| Section | <u>Page Number</u> |
|---------|---------------------------------------------------------------------------------------------------|
| 1 | Continuation Sheet |
| 2 | Contract Clauses4 |
| | 52.204-21 Basic Safeguarding of Covered Contractor Information Systems (June 2016)4 |
| | 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)4 |
| | 52.232-1 Payments (Apr 1984)4 |
| | 52.232-18 Availability Of Funds (Apr 1984)4 |
| | 52.232-39 Unenforceability of Unauthorized Obligations (Jun 2013)4 |
| | 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)4 |
| | 52.233-1 Disputes (May 2014)4 |
| | 52.249-14 Excusable Delays (Apr 1984) |
| | 52.212-4 Contract Terms and Conditions-Commercial Items (Oct 2018) |
| | 1952.232-91 Electronic Invoicing and Payment Requirements - Invoice Payment Platform (IPP) (April |
| | 2016)4 |
| | 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders- |
| | Commercial Items (Jun 2020)5 |
| 3 | Documents, Exhibits, or Attachments |
| | 1000 Scope of BOA |

Section 1 - Continuation Sheet

| lumber | Supplies or Serv | rices | Quantity | Unit | Unit Price | Total (Inc. disc., tax, and fees) |
|-----------------------------|---------------------------------------------|------------------------|-------------------|--------------|-------------------|-----------------------------------|
| 1 | Services | 5 | 0.000000 | LT | \$0.0000 | \$0.0 |
| | Period of Performance: 08/0- | 4/2020 - 08/03/2025 | | | | |
| | Description: BASIC ORDERII OF WORK | NG AGREEMENT FO | R CIRCUMVENTION (| CLIENT SOFTV | VARE IN ACCORDANG | CE WITH STATEMENT |
| -4 | Reference Line: I105-20-IQ-0 | 0002 - 1 | | | | - |
| | CLIN Funding: 1. (2020-X0206-UOSO-I105-1 | 050-2589-2020): \$0.00 |) | | | |
| | | CL | IN Funding: | | Cost: | Tea water ton |
| | | Base Totals: | | | o | |
| | Exercise | ed Options Totals: | | - | 0 | |
| Unexercised Options Totals: | | | | *** | 0 | |
| | Base an | d Options Totals: | | | 0 | , |
| CLI | N Minimum Quantity | Minimum Amount | Maximum Quantity | Maximum A | mount | |
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PERIOD OF PERFORMANCE

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START 08/04/2020 END 08/03/2025

Section 2 - Contract Clauses

| Clause | Title | Fill-ins |
|-----------|----------------------------------------------------------------------------|----------|
| 52 204-21 | Basic Safeguarding of Covered Contractor Information Systems (June 2016) | |
| 52 209-10 | Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015) | |
| 52 232-1 | Payments (Apr 1984) | |
| 52 232-18 | Availability Of Funds (Apr 1984) | |
| 52 232-39 | Unenforceability of Unauthorized Obligations (Jun 2013) | , |
| 52 232-40 | Providing Accelerated Payments to Small Business Subcontractors (Dec 2013) | |
| 52.233-1 | Disputes (May 2014) | |
| 52 249-14 | Excusable Delays (Apr 1984) | |
| 52.212-4 | Contract Terms and Conditions-Commercial Items (Oct 2018) | |

1952.232-91 Electronic Invoicing and Payment Requirements - Invoice Payment Platform (IPP) (April 2016)

Case 1:20-cv-01047-VJW Document 11-3 Filed 10/15/20 Page 17 of 76 Document Number: 951700-20-G-0161 Contract Number: 951700-20-G-0161 Page 5 of 12

| Payment requests for all new awards must be submitted electronically through the U. S. Department of the Treasury's Invoice Payme Program (IPP). |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| "Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in FAR 32.905(b), "Payment documentation and process" and the applicable Prompt Payment clause included in this contract. The IPP website address is:https://www.ipp.gov. Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice (CO to edit and include the documentation required under this contract): |
| |
| |
| |
| The Contractor must follow the instructions on the attached Electronic Invoicing Advisory to enroll, access and use IPP for submittin requests for payment. |
| If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must subma waiver request in writing to the contracting officer. |
| (End of Clause) |
| 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (Jun 2020) |
| (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: |
| (1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)). |
| (2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91). |
| (3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2019) (Section 889(a)(1)(A) of Pub. L. 115-232). |
| (4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015). |
| (5) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553). |
| (6) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004)(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)). |
| (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: |
| [Contracting Officer check as appropriate.] |
| (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jun 2020), with Alternate I (Oct 1995) (41 U.S.C. 4704 and I0 U.S.C. 2402). |
| (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Jun 2020) (41 U.S.C. 3509)). |
| \underline{X} (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.) |
| X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note). |
| (5) [Reserved]. |

Case 1:20-cv-01047-VJW Document 11-3 Filed 10/15/20 Page 18 of 76 Document Number: 951700-20-G-0161 Contract Number: 951700-20-G-0161 Page 6 of 12

| (6) 52.204-14, Service Contract Reporting Requiremen | ts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C). |
|------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|
| (7) 52.204-15, Service Contract Reporting Requiremen 743 of Div. C). | ts for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section |
| (8) 52.209-6, Protecting the Government's Interest Who Debarment. (Jun 2020) (31 U.S.C. 6101 note). | en Subcontracting with Contractors Debarred, Suspended, or Proposed for |
| (9) 52.209-9, Updates of Publicly Available Information | on Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313). |
| (10) [Reserved]. | |
| (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sol | e-Source Award (Mar 2020) (15 Ú.S.C. 657a). |
| (ii) Alternate I (Mar 2020) of 52.219-3. | |
| (12)(i) 52.219-4, Notice of Price Evaluation Preference waive the preference, it shall so indicate in its offer) (15 U | for HUBZone Small Business Concerns (Mar 2020) (if the offeror elects to S.C. 657a). |
| (ii) Alternate I (Mar 2020) of 52.219-4. | |
| (13) [Reserved] | |
| (14)(i) 52.219-6, Notice of Total Small Business Set-A | side (Mar 2020) (15 U.S.C. 644). |
| (ii) Alternate I (Mar 2020). | 20.7 |
| (15)(i) 52.219-7, Notice of Partial Small Business Set- | Aside (Mar 2020) (15 U.S.C. 644). |
| (ii) Alternate I (Mar 2020) of 52.219-7. | |
| (16) 52.219-8, Utilization of Small Business Concerns | (Oct 2018) (15 U.S.C. 637(d)(2) and (3)). |
| (17)(i) 52.219-9, Small Business Subcontracting Plan (| Jun 2020) (15 U.S.C. 637(d)(4)). |
| (ii) Alternate I (Nov 2016) of 52.219-9. | |
| (iii) Alternate II (Nov 2016) of 52.219-9. | |
| (iv) Alternate III (Jun 2020) of 52.219-9. | |
| _ (v) Alternate IV (Jun 2020) of 52.219-9. | 4 2 |
| (18) 52.219-13, Notice of Set-Aside of Orders (Mar 20) | 20) (15 U.S.C. 644(r)). |
| (19) 52.219-14, Limitations on Subcontracting (Mar 20 | (20) (15 U.S.C. 637(a)(14)). |
| (20) 52.219-16, Liquidated DamagesSubcon-tracting | Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)). |
| (21) 52.219-27, Notice of Service-Disabled Veteran-Ov | wned Small Business Set-Aside (Mar 2020) (15 U.S.C. 657f). |
| (22)(i) 52.219-28, Post Award Small Business Program | Rerepresentation (Mar 2020) (15 U.S.C. 632(a)(2)). |
| (ii) Alternate I (Mar 2020) of 52.219-28. | |
| (23) 52.219-29, Notice of Set-Aside for, or Sole Source Concerns (Mar 2020) (15 U.S.C. 637(m)). | Award to, Economically Disadvantaged Women-Owned Small Business |

Case 1:20-cv-01047-VJW Document 11-3 Filed 10/15/20 Page 19 of 76 Document Number: 951700-20-G-0161 Contract Number: 951700-20-G-0161 Page 7 of 12

| (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Mar 2020) (15 U.S.C. 637(m)). |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)). |
| (26) 52.219-33, Nonmanufacturer Rule (Mar 2020) (15 U.S.C. 637(a)(17)). |
| X (27) 52.222-3, Convict Labor (June 2003) (E.O. 11755). |
| X (28) 52.222-19, Child LaborCooperation with Authorities and Remedies (Jan 2020) (E.O. 13126). |
| X (29) 52.222-21, Prohibition of Segregated Facilities (Apr 2015). |
| <u>X</u> (30)(i) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246). |
| _ (ii) Alternate I (Feb 1999) of 52.222-26. |
| X (31)(i) 52.222-35, Equal Opportunity for Veterans (Jun 2020)(38 U.S.C. 4212). |
| (ii) Alternate I (July 2014) of 52.222-35. |
| <u>X</u> (32)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793). |
| (ii) Alternate I (July 2014) of 52.222-36. |
| X (33) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212). |
| X (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). |
| X (35)(i) 52.222-50, Combating Trafficking in Persons (Jan 2019) (22 U.S.C. chapter 78 and E.O. 13627). |
| (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627). |
| (36) 52.222-54, Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.) |
| (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c) (3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.) |
| _ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.) |
| (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693). |
| (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693). |
| (40)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514). |
| (ii) Alternate I (Oct 2015) of 52.223-13. |
| (41)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514). |
| (ii) Alternate I (Jun 2014) of 52.223-14. |
| (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b). |
| (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514). |
| (ii) Alternate I (lun 2014) of 52 223-16 |

| X (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513). |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693). |
| (46) 52.223-21, Foams (Jun 2016) (E.O. 13693). |
| (47)(i) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a). |
| (ii) Alternate I (Jan 2017) of 52.224-3. |
| (48) 52.225-1, Buy AmericanSupplies (May 2014) (41 U.S.C. chapter 83). |
| (49)(i) 52.225-3, Buy AmericanFree Trade AgreementsIsraeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43. |
| (ii) Alternate I (May 2014) of 52.225-3. |
| (iii) Alternate II (May 2014) of 52.225-3. |
| (iv) Alternate III (May 2014) of 52.225-3. |
| (50) 52.225-5, Trade Agreements (Oct 2019) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note). |
| (51) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury). |
| (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amende of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note). |
| (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150). |
| (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150). |
| (55) 52.229-12, Tax on Certain Foreign Procurements (Jun 2020). |
| (56) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)). |
| (57) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)). |
| (58) 52.232-33, Payment by Electronic Funds TransferSystem for Award Management (Oct 2018) (31 U.S.C. 3332). |
| X (59) 52.232-34, Payment by Electronic Funds TransferOther than System for Award Management (Jul 2013) (31 U.S.C. 3332). |
| (60) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332). |
| (61) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a). |
| \underline{X} (62) 52.242-5, Payments to Small Business Subcontractors (Jan 2017)(15 U.S.C. 637(d)(13)). |
| (63)(i) 52.247-64, Preference for Privately Owned U.SFlag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). |
| (ii) Alternate I (Apr 2003) of 52.247-64. |
| (iii) Alternate II (Feb 2006) of 52 247-64 |

Case 1:20-cv-01047-VJW Document 11-3 Filed 10/15/20 Page 21 of 76 Document Number: 951700-20-G-0161 Contract Number: 951700-20-G-0161 Page 9 of 12

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate]

(1) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67).

(6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services---Requirements (May 2014) (41 U.S.C. chapter 67).

(7) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

- (d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--
- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Jun 2020) (41 U.S.C. 3509).

(8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

award of this contract and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

- (ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

Case 1:20-cv-01047-VJW Document 11-3 Filed 10/15/20 Page 22 of 76 Document Number: 951700-20-G-0161 Contract Number: 951700-20-G-0161 Page 10 of 12

- (iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)
- (vii) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).
- (viii) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).
- (ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).
- (x) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212)
- (xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).
- (xiii) (A) 52.222-50, Combating Trafficking in Persons (Jan 2019) (22 U.S.C. chapter 78 and E.O 13627).
- (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O 13627).
- (xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
- (xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
- (xvi) 52.222-54, Employment Eligibility Verification (Oct 2015) (E.O. 12989).
- (xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
- (xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).
- (xix)(A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
- (B) Alternate I (Jan 2017) of 52.224-3.
- (xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

Case 1:20-cv-01047-VJW Document 11-3 Filed 10/15/20 Page 23 of 76

Document Number: 951700-20-G-0161 Contract Number: 951700-20-G-0161 Page 11 of 12

Section 3 - Documents, Exhibits, or Attachments

1000 Scope of BOA

Purpose

The purpose of this contract action is to reinstate the USAGM's Blanket Ordering Agreement (BOA) with the vendor, BOA number BBG50-G-15-0006. This BOA is entered into based on your 08/03/2020 e-mail acceptance of USAGM's 7/31/2020 proposal to reinstate the expired BOA for Internet freedom tools.

Terms and Conditions

In addition to the terms and clauses included herein, this BOA incorporates by reference the terms and conditions of BOA number. BBG50-G-15-0006, including its clauses.

Order of Precedence

In the event of a conflict between a contract clause or term of the original BOA and the new BOA, the terms and clauses of the new BOA shall govern.

Ordering Period

This BOA has a 5-year ordering period that begins on 8/4/2020 and extends through 8/3/2025 with no optional periods of performance.

Place of Performance

The place of performance for orders placed under this BOA will be specified at the time each order is placed, but generally will be at the contractor's facility.

Pricing Structure

The pricing arrangement of orders placed under this BOA will be specified at the time the order is placed. Orders may be priced on a firm fixed price basis, time-and-materials basis, or on a labor hour basis.

Scope and Purpose of Blanket Ordering Agreement

The overall purpose of the BOA and the general nature of the work for task orders awarded under the BOA is to obtain Internet censorship circumvention tools and services. The primary supplies and services required under this contract relate to state-of-the art, specialized information technology (IT) software and systems for circumventing Internet censorship by foreign governments, and require active, ongoing maintenance and support throughout the term of the Task Orders by the Contractor to ensure required service levels.

Description of Task Areas

Task Area 1 - Circumvention Client Software

When awarded a task order under this Task Area, the Contractor shall provide a system to circumvent Internet censorship imposed by foreign governments and Internet Service Providers (ISPs) using client software technology, which, at a minimum, transparently proxies HyperText Transfer Protocol (HTTP) traffic, and may, based on individual Task Order requirements, implement transparent proxy services for additional protocol traffic, up to and including full Virtual Private Network (VPN) service. The system shall work on operating systems as specified in each individual Task Order, which may include various desktop and mobile computing devices. The system shall allow Internet users in target countries to use the client software package to circumvent the censorship of the Internet within their country.

Task Area 2 - Clientless Web Proxies

When awarded a task order under this Task Area, the Contractor shall provide a network of web proxies which may be accessed by any web browser which supports Secure Hypertext Transfer Protocol (HTTPS) and which can be distributed by BBG broadcasters. The system must allow Internet users in target countries to circumvent the censorship of the Internet within their country by accessing web proxies operated by the Contractor which are distributed globally and use a diverse set of domain names and dynamic IP addresses which cannot easily be discovered, enumerated, and blocked. The proxy sites shall be changed regularly, based on the specifics of site blockages in the target countries.

Task Area 3 - Reserved

There is no plan to award work under Task Area 3 at this time.

Case 1:20-cv-01047-VJW Document 11-3 Filed 10/15/20 Page 24 of 76

Document Number: 951700-20-G-0161 Contract Number: 951700-20-G-0161 Page 12 of 12

Task Area 4 - Electronic Mail Newsletter Distribution

When awarded a task order under this Task Area, the Contractor shall distribute an electronic mail (email) newsletter provided by USAGM broadcasters to a list of electronic mail addresses provided by the broadcasters, and validated by the Contractor, on a schedule as specified in the Task Order. The Contractor shall evade attempts by foreign governments to censor the newsletters through the use of various techniques.

Task Area 5 - Censorship Circumvention Technical Expertise and Support

When awarded a task order under this Task Area, the Contractor shall provide its technical expertise in Internet censorship circumvention to further the USAGM's other Internet anti-censorship initiatives. This may consist of producing technical documentation and reports on the current state of Internet censorship in target countries; providing computer programming and software engineering for BBG's internal software products, open source software, or other Contractor's software; or setup, maintenance, and operation of computer systems and network devices.

Under the terms of your BOA your firm is eligible to compete for work projects under the following Task Area(s):

- Task Area 1
- Task Area 2
- Task Area 5

Authority

This procurement action is entered into under the USAGM's statutory authority to conduct procurements without regard to any other provision of law relating to such procurements [See 22 U.S.C. 6204(a)(10)].

Protests

The Competition in Contracting Act (CICA) does not apply to this reinstated agreement; therefore, GAO does not have jurisdiction over protests related to any task order or task order request for proposal (TORFP) issued under this agreement. All pre-award and post-award protests of task orders to be awarded under this BOA must be submitted directly to the contracting officer, whose final decisions may be appealed to the agency's Senior Procurement Executive.

Case 1:20-cv-01047-VJW Document 11-3 Filed 10/15/20 Page 25 of 76 Document Number: 951700-20-G-0162 Contract Number: 951700-20-G-0162 Page 1 of 12

| SOLICITATION/CONT OFFEROR TO CO | RACT/ORDER FOR OMPLETE BLOCKS | | | 1. REQ 1105-20-1 | UISITION NUI Q-00003 | MBER | | |
|-------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|--------------------------|---------------------------------------------------------------------------------------------------------|-------------------------------------------|------------------------------------------------------------------|-------------------------------|------------------------|---------------------------------------------------------------|
| 2 CONTRACT NO 951700-20-G-0162 | 3. AWARD/EFFECTIVE DA 08/04/2020 | TE 4 ORDER NUM | BER | 5 SOLIC | ITATION NUM | /BER | | 6. SOLICITATION ISSUE DATE |
| 7 FOR SOLICITATION INFORMATION CALL | a. NAME See Text | | * | b. TELEI | PHONE NUME | BER (No col | lect calls) | 8. OFFER DUE DATE / LOCAL TIME |
| 9 ISSUED BY United States Agency for Global Media Office Of Contracts 330 C Street SW Room 4360 Washington, DC 20237 | CODE | 951700 | SMALL BUS HUBZONE SBUSINESS SERVICE-DIS VETERAN-OW SMALL BUSIN | INESS | UNRESTRIC WOMEN-OWNED ELIGIBLE UNDER BMALL BUSINESS EDWOSB 8(A) | SMALL BUSINES THE WOMEN-CA | NAI | |
| 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED SEE SCHEDULE | 12. DISCOUNT TERMS 0 Days: 0.00 % 0 Days: 0.00 % 0 Days: 0.00 % 0 Days: 0.00 % | Til Tild | | CONTRACT IS DER UNDER 0) | DPAS | METHOD O | | ATION RFP |
| 15 DELIVER TO Borona Kostro BBG Office of Engineering and Technical S 330 Independence Ave SW Room 4072 Washington DC 20237 | CODE | ER-MJ | 16. ADMINISTERE United States Age Office Of Contract 330 C Street SW Room 4360 Washington DC 2 | ncy for Global 3 | Media | | cc | ODE CON |
| | FACILITY CODE | 001 | 18a PAYMENT W Borona Kostro BBG Office of Eng 330 Independent Room 4072 Washington, DC 2 | LL BE MADE I pineering and T Ave SW | | rices | CC | DDE ER-MJ |
| 17b CHECK IF REMITTANCE IS DIFF | FERENT AND PUT SUCH ADD | DRESS IN | 18b. SUBMIT INVO | | RESS SHOW | | K 18a UNLE | SS BLOCK BELOW IS |
| | D. SCHEDULE OF SUPPLIES/ leverse and/or Atlant Additional Sha | | 21.00 | ANTITY | 22. UNIT | 23. LH | NIT PRICE | 24. AMOUNT |
| | * 8 | | | | | | E . | |
| 25 ACCOUNTING AND APPROPRIATION 2020-X0206-UOSO-1105-1050-2589-2020 | DATA | | 4 | \$OLEVE | 26 \$0 | | ARD AMOL | INT (For Govt. Use Only) |
| 27a SOLICITATION INCORPORATES X 27b CONTRACT/PURCHASE ORDER | | | | | | · = | | ARE NOT ATTACHED |
| 28. CONTRACTOR IS REQUIRED TO ISSUING OFFICE. CONTRACTOR AG OR OTHERWISE IDENTIFIED ABOVE TERMS AND CONDITIONS SPECIFIE | REES TO FURNISH AND DEI | LIVER ALL ITEMS SE | T FORTH C | ATED ICLUDING AN | CONTRACT IY ADDITIONS AS TO ITEMS | YOUR OF | FER ON SC GES WHICH | OFFER DLICITATION (BLOCK 5) H ARE SET FORTH HEREIN |
| 30a SIGNATURE OF OFFEROR/CONTRA | Clint | کن | 31a. UNITED STA | TES OF AME | RICA (SIGNA | TURE OF C | ONTRACTII | NG OFFICER) |
| 30b. NAME AND TITLE OF SIGNER (TYPE Clint Jin, Presi | | 0c. DATE SIGNED 3/4/2020 | 31b. NAME OF T | E CONTRAC | TING OFFICE | R (TYPE O | R PRINT) | 31c. DATE SIGNED 08/04/2020 |
| AUTHORIZED FOR LOCAL REPROD PREVIOUS EDITION IS NOT USABL | | _ | | | | | | ARD FORM 1449 (REV. 02/2012 d by GSA - FAR (48 CFR) 53.212 |

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Case 1:20-cv-01047-VJW Document 11-3 Filed 10/15/20 Page 26 of 76 Document Number: 951700-20-G-0162 Contract Number: 951700-20-G-0162 Page 2 of 12

| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIE | ES/SERVICES | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
|-----------------|---------------------------------------------------------------------|---------------------------------|---------------------|-------------|-----------------------|----------------|
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| 32e MAILING AD | DRESS OF AUTHORIZED GOVERNMENT | REPRESENTATIVE | REPRESENTATIVE | | OF AUTHORIZED GOVERI | |
| 33. SHIP NUMBE | FINAL | 35. AMOUNT VERIFIED CORRECT FOR | 36. PAYMENT |]PARTIA | 20/9/201 | 7 CHECK NUMBER |
| | T NUMBER 39. S/R VOUCHER NUMBER | | | | | |
| | HIS ACCOUNT IS CORRECT AND PROPE AND TITLE OF CERTIFYING OFFICER | 41c. DATE | RECEIVED BY (Print) | | | |
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STANDARD FORM 1449 (REV. 02/2012) BACK

Case 1:20-cv-01047-VJW Document 11-3 Filed 10/15/20 Page 27 of 76 Document Number: 951700-20-G-0162 Contract Number: 951700-20-G-0162 Page 3 of 12

Table of Contents

| Section | <u>Description</u> Page Number |
|---------|---------------------------------------------------------------------------------------------------|
| 1 | Continuation Sheet |
| 2 | Contract Clauses4 |
| | 52.252-2 Clauses Incorporated by Reference (Feb 1998) |
| | 52.204-21 Basic Safeguarding of Covered Contractor Information Systems (June 2016)4 |
| | 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)4 |
| | 52.232-1 Payments (Apr 1984)4 |
| | 52.232-18 Availability Of Funds (Apr 1984) |
| | 52.232-39 Unenforceability of Unauthorized Obligations (Jun 2013)4 |
| | 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)4 |
| | 52.233-1 Disputes (May 2014)5 |
| | 52.249-14 Excusable Delays (Apr 1984)5 |
| | 52.212-4 Contract Terms and Conditions-Commercial Items (Oct 2018)5 |
| | 52.242-15 Stop-Work Order (Aug 1989)5 |
| | 1952.232-91 Electronic Invoicing and Payment Requirements - Invoice Payment Platform (IPP) (April |
| | 2016)5 |
| | 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders- |
| | Commercial Items (Jun 2020)5 |
| 3 | Documents, Exhibits, or Attachments |
| | 1000 Scope of BOA11 |
| | 1000 Scope of BOA |

Document Number: 951700-20-G-0162 Contract Number: 951700-20-G-0162 Page 4 of 12

Section 1 - Continuation Sheet

| umber | Supplies or Servi | ices | Quantity | Unit | Unit Price | Total (Inc. disc., tax, and fees) |
|-------|----------------------------------------------|-----------------------|-------------------|-----------|--------------------|-----------------------------------|
| 1 | Services | | 0.000000 | LT | \$0.0000 | \$0.0 |
| | Period of Performance: 08/04 | 1/2020 - 08/03/2025 | | | | |
| | Description: BASIC ORDERIN | NG AGREEMENT FO | R CIRCUMVENTION C | LIENT SOF | TWARE IN ACCORDANC | E WITH STATEMENT |
| | Reference Line: 1105-20-IQ-0 | 0003 - 1 | | | - | - |
| | CLIN Funding: 1. (2020-X0206-UOSO-I105-10 | 050-2589-2020): \$0.0 | 0 | r. | | 9 10 |
| | | C | LIN Funding: | | Cost: | |
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| CLI | Unexercise Base an | d Options Totals: | Maximum Quantity | Maximum | 0 0 Amount | |

ITEM

START 08/04/2020

END

08/03/2025

Section 2 - Contract Clauses

52.252-2 Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this / these address(es):

[Insert one or more Internet addresses]

(End of clause)

| Clause | Title | Fill-ins |
|-----------|---------------------------------------------------------------------------|----------|
| 52.204-21 | Basic Safeguarding of Covered Contractor Information Systems (June 2016) | |
| 52 209-10 | Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015) | |
| 52 232-1 | Payments (Apr 1984) | |
| 52.232-18 | Availability Of Funds (Apr 1984) | |
| 52,232-39 | Unenforceability of Unauthorized Obligations (Jun 2013) | |

Case 1:20-cv-01047-VJW Document 11-3 Filed 10/15/20 Page 29 of 76

Document Number: 951700-20-G-0162 Contract Number: 951700-20-G-0162 Page 5 of 12

| Clause | Title | Fill-ins | 77 747 74 |
|-----------|----------------------------------------------------------------------|------------|-----------|
| 52 232-40 | Providing Accelerated Payments to Small Business Subcontractors (Dec | | |
| | 2013) | 12 | |
| 52.233-1 | Disputes (May 2014) | | |
| 52.249-14 | Excusable Delays (Apr 1984) | | |
| 52 212-4 | Contract Terms and Conditions-Commercial Items (Oct 2018) | 2 | |
| 52 242-15 | Stop-Work Order (Aug 1989) | The second | // |

1952.232-91 Electronic Invoicing and Payment Requirements - Invoice Payment Platform (IPP) (April 2016)

Payment requests for all new awards must be submitted electronically through the U. S. Department of the Treasury's Invoice Payment Program (IPP).

| "Payment request" means any request for contract | financing payment or invoice payment by the Contractor. T | o constitute a proper |
|------------------------------------------------------|---------------------------------------------------------------|------------------------|
| invoice, the payment request must comply with the | e requirements identified in FAR 32.905(b), "Payment docu | mentation and process" |
| | ed in this contract. The IPP website address is:https://www.i | |
| Under this contract, the following documents are re- | required to be submitted as an attachment to the IPP invoice | |
| the documentation required under this contract): | | |
| | | |
| | | |
| | | |
| | | |

The Contractor must follow the instructions on the attached Electronic Invoicing Advisory to enroll, access and use IPP for submitting requests for payment.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the contracting officer.

(End of Clause)

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (Jun 2020)

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- (1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).
- (3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).
- (5) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
- (6) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004)(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

Case 1:20-cv-01047-VJW Document 11-3 Filed 10/15/20 Page 30 of 76 Document Number: 951700-20-G-0162 Contract Number: 951700-20-G-0162 Page 6 of 12

| Community Officer theek as appropriate. |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jun 2020), with Alternate I (Oct 1995) (41 U.S.C. 4704 and I0 U.S.C. 2402). |
| (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Jun 2020) (41 U.S.C. 3509)). |
| X (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.) |
| X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note). |
| _(5) [Reserved]. |
| (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C). |
| (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C). |
| (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Jun 2020) (31 U.S.C. 6101 note). |
| (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313). |
| (10) [Reserved]. |
| (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Mar 2020) (15 U.S.C. 657a). |
| (ii) Alternate I (Mar 2020) of 52.219-3. |
| (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Mar 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a). |
| (ii) Alternate I (Mar 2020) of 52.219-4. |
| (13) [Reserved] |
| (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Mar 2020) (15 U.S.C. 644). |
| (ii) Alternate I (Mar 2020). |
| (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (Mar 2020) (15 U.S.C. 644). |
| (ii) Alternate I (Mar 2020) of 52.219-7. |
| (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)). |
| (17)(i) 52.219-9, Small Business Subcontracting Plan (Jun 2020) (15 U.S.C. 637(d)(4)). |
| (ii) Alternate 1 (Nov 2016) of 52,219-9. |
| (iii) Alternate II (Nov 2016) of 52.219-9. |
| (iv) Alternate III (Jun 2020) of 52.219-9. |
| _ (v) Alternate IV (Jun 2020) of 52.219-9. |
| (18) 57 219-13 Notice of Set-Aside of Orders (Mar 2020) (15 H S C 644(r)) |

Case 1:20-cv-01047-VJW Document 11-3 Filed 10/15/20 Page 31 of 76

Document Number: 951700-20-G-0162 Contract Number: 951700-20-G-0162 Page 7 of 12

(19) 52.219-14, Limitations on Subcontracting (Mar 2020) (15 U.S.C. 637(a)(14)). _ (20) 52.219-16, Liquidated Damages--Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)). _ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Mar 2020) (15 U.S.C. 657f). (22)(i) 52.219-28, Post Award Small Business Program Rerepresentation (Mar 2020) (15 U.S.C. 632(a)(2)). (ii) Alternate I (Mar 2020) of 52.219-28. (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Mar 2020) (15 U.S.C. 637(m)). (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Mar 2020) (15 U.S.C. 637(m)). __ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)). _ (26) 52.219-33, Nonmanufacturer Rule (Mar 2020) (15 U.S.C. 637(a)(17)). X (27) 52.222-3, Convict Labor (June 2003) (E.O. 11755). X (28) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jan 2020) (E.O. 13126). X (29) 52.222-21, Prohibition of Segregated Facilities (Apr 2015). X (30)(i) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246). (ii) Alternate I (Feb 1999) of 52.222-26. X (31)(i) 52.222-35, Equal Opportunity for Veterans (Jun 2020)(38 U.S.C. 4212). (ii) Alternate I (July 2014) of 52.222-35. X (32)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793). __ (ii) Alternate I (July 2014) of 52.222-36. X (33) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212). X (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). X (35)(i) 52.222-50, Combating Trafficking in Persons (Jan 2019) (22 U.S.C. chapter 78 and E.O. 13627). (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627). (36) 52.222-54, Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.) (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c) (3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.) (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available offthe-shelf items.) (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693). (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

Case 1:20-cv-01047-VJW Document 11-3 Filed 10/15/20 Page 32 of 76 Document Number: 951700-20-G-0162 Contract Number: 951700-20-G-0162 Page 8 of 12

| (40)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514). |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (ii) Alternate 1 (Oct 2015) of 52.223-13. |
| (41)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514). |
| (ii) Alternate I (Jun 2014) of 52.223-14. |
| (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b). |
| (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514). |
| (ii) Alternate I (Jun 2014) of 52.223-16. |
| X (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513). |
| (45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693). |
| (46) 52.223-21, Foams (Jun 2016) (E.O. 13693). |
| (47)(i) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a). |
| (ii) Alternate I (Jan 2017) of 52.224-3. |
| (48) 52.225-1, Buy AmericanSupplies (May 2014) (41 U.S.C. chapter 83). |
| (49)(i) 52.225-3, Buy AmericanFree Trade AgreementsIsraeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43. |
| (ii) Alternate I (May 2014) of 52.225-3. |
| (iii) Alternate II (May 2014) of 52.225-3. |
| (iv) Alternate III (May 2014) of 52.225-3. |
| (50) 52.225-5, Trade Agreements (Oct 2019) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note). |
| (51) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury). |
| (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note). |
| (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150). |
| (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150). |
| (55) 52.229-12, Tax on Certain Foreign Procurements (Jun 2020). |
| (56) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)). |
| (57) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)). |
| (58) 52.232-33, Payment by Electronic Funds TransferSystem for Award Management (Oct 2018) (31 U.S.C. 3332). |
| X (59) 52.232-34, Payment by Electronic Funds TransferOther than System for Award Management (Jul 2013) (31 U.S.C. 3332). |
| (60) 52,232-36. Payment by Third Party (May 2014) (31 U.S.C. 3332). |

Case 1:20-cv-01047-VJW Document 11-3 Filed 10/15/20 Page 33 of 76

Document Number: 951700-20-G-0162 Contract Number: 951700-20-G-0162 Page 9 of 12

| (61) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a). |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| \underline{X} (62) 52.242-5, Payments to Small Business Subcontractors (Jan 2017)(15 U.S.C. 637(d)(13)). |
| (63)(i) 52.247-64, Preference for Privately Owned U.SFlag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). |
| (ii) Alternate I (Apr 2003) of 52.247-64. |
| (iii) Alternate II (Feb 2006) of 52.247-64. |
| (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: |
| [Contracting Officer check as appropriate.] |
| (1) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67). |
| (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67). |
| (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67). |
| (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor StandardsPrice Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67). |
| (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain EquipmentRequirements (May 2014) (41 U.S.C. chapter 67). |
| (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain ServicesRequirements (May 2014) (41 U.S.C. chapter 67). |
| (7) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015). |
| (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706). |
| (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792). |
| (d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract and does not contain the clause at 52.215-2, Audit and Records—Negotiation. |

- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

Case 1:20-cv-01047-VJW Document 11-3 Filed 10/15/20 Page 34 of 76

Document Number: 951700-20-G-0162 Contract Number: 951700-20-G-0162 Page 10 of 12

- (e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--
- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Jun 2020) (41 U.S.C. 3509).
- (ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).
- (iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)
- (vii) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).
- (viii) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).
- (ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).
- (x) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212)
- (xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).
- (xiii) (A) 52.222-50, Combating Trafficking in Persons (Jan 2019) (22 U.S.C. chapter 78 and E.O 13627).
- (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O 13627).
- (xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
- (xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
- (xvi) 52.222-54, Employment Eligibility Verification (Oct 2015) (E.O. 12989).
- (xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
- (xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).
- (xix)(A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
- (B) Alternate I (Jan 2017) of 52,224-3.
- (xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

Case 1:20-cv-01047-VJW Document 11-3 Filed 10/15/20 Page 35 of 76

Document Number: 951700-20-G-0162 Contract Number: 951700-20-G-0162 Page 11 of 12

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

Section 3 - Documents, Exhibits, or Attachments

1000 Scope of BOA

Purpose

The purpose of this contract action is to reinstate the USAGM's Blanket Ordering Agreement (BOA) with the vendor, BOA number BBG50-G-15-0006. This BOA is entered into based on your 08/01/2020 e-mail acceptance of USAGM's 7/31/2020 proposal to reinstate the expired BOA for Internet freedom tools.

Terms and Conditions

In addition to the terms and clauses included herein, this BOA incorporates by reference the terms and conditions of BOA number BBG50-G-15-0006, including its clauses.

Order of Precedence

In the event of a conflict between a contract clause or term of the original BOA and the new BOA, the terms and clauses of the new BOA shall govern.

Ordering Period

This BOA has a 5-year ordering period that begins on 8/4/2020 and extends through 8/3/2025 with no optional periods of performance.

Place of Performance

The place of performance for orders placed under this BOA will be specified at the time each order is placed, but generally will be at the contractor's facility.

Pricing Structure

The pricing arrangement of orders placed under this BOA will be specified at the time the order is placed. Orders may be priced on a firm fixed price basis, time-and-materials basis, or on a labor hour basis.

Scope and Purpose of Blanket Ordering Agreement

The overall purpose of the BOA and the general nature of the work for task orders awarded under the BOA is to obtain Internet censorship circumvention tools and services. The primary supplies and services required under this contract relate to state-of-the art, specialized information technology (IT) software and systems for circumventing Internet censorship by foreign governments, and require active, ongoing maintenance and support throughout the term of the Task Orders by the Contractor to ensure required service levels.

Description of Task Areas

Task Area 1 - Circumvention Client Software

When awarded a task order under this Task Area, the Contractor shall provide a system to circumvent Internet censorship imposed by foreign governments and Internet Service Providers (ISPs) using client software technology, which, at a minimum, transparently proxies HyperText Transfer Protocol (HTTP) traffic, and may, based on individual Task Order requirements, implement transparent proxy services for additional protocol traffic, up to and including full Virtual Private Network (VPN) service. The system shall work on operating systems as specified in each individual Task Order, which may include various desktop and mobile computing devices.

Case 1:20-cv-01047-VJW Document 11-3 Filed 10/15/20 Page 36 of 76 Document Number: 951700-20-G-0162 Contract Number: 951700-20-G-0162 Page 12 of 12

The system shall allow Internet users in target countries to use the client software package to circumvent the censorship of the Internet within their country.

Task Area 2 - Clientless Web Proxies

When awarded a task order under this Task Area, the Contractor shall provide a network of web proxies which may be accessed by any web browser which supports Secure Hypertext Transfer Protocol (HTTPS) and which can be distributed by BBG broadcasters. The system must allow Internet users in target countries to circumvent the censorship of the Internet within their country by accessing web proxies operated by the Contractor which are distributed globally and use a diverse set of domain names and dynamic IP addresses which cannot easily be discovered, enumerated, and blocked. The proxy sites shall be changed regularly, based on the specifics of site blockages in the target countries.

Task Area 3 - Reserved

There is no plan to award work under Task Area 3 at this time.

Task Area 4 - Electronic Mail Newsletter Distribution

When awarded a task order under this Task Area, the Contractor shall distribute an electronic mail (email) newsletter provided by USAGM broadcasters to a list of electronic mail addresses provided by the broadcasters, and validated by the Contractor, on a schedule as specified in the Task Order. The Contractor shall evade attempts by foreign governments to censor the newsletters through the use of various techniques.

Task Area 5 - Censorship Circumvention Technical Expertise and Support

When awarded a task order under this Task Area, the Contractor shall provide its technical expertise in Internet censorship circumvention to further the USAGM's other Internet anti-censorship initiatives. This may consist of producing technical documentation and reports on the current state of Internet censorship in target countries; providing computer programming and software engineering for BBG's internal software products, open source software, or other Contractor's software; or setup, maintenance, and operation of computer systems and network devices.

Under the terms of your BOA your firm is eligible to compete for work projects under the following Task Area(s):

· Task Area I

Authority

This procurement action is entered into under the USAGM's statutory authority to conduct procurements without regard to any other provision of law relating to such procurements [See 22 U.S.C. 6204(a)(10)].

Protests

The Competition in Contracting Act (CICA) does not apply to this reinstated agreement; therefore, GAO does not have jurisdiction over protests related to any task order or task order request for proposal (TORFP) issued under this agreement. All pre-award and post-award protests of task orders to be awarded under this BOA must be submitted directly to the contracting officer, whose final decisions may be appealed to the agency's Senior Procurement Executive.

Case 1:20-cv-01047-VJW Document 11-3 Filed 10/15/20 Page 37 of 76 Document Number: 951700-20-G-0163 Contract Number: 951700-20-G-0163 Page 1 of 12

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Case 1:20-cv-01047-VJW Document 11-3 Filed 10/15/20 Page 38 of 76 Document Number: 951700-20-G-0163 Contract Number: 951700-20-G-0163 Page 2 of 12

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Case 1:20-cv-01047-VJW Document 11-3 Filed 10/15/20 Page 39 of 76 Document Number: 951700-20-G-0163 Contract Number: 951700-20-G-0163 Page 3 of 12

Table of Contents

| Section | Description | Page Number |
|---------|----------------------------------------------------------------------------------------|--------------|
| 1 | Continuation Sheet | |
| 2 | Contract Clauses | 4 |
| | 52.252-2 Clauses Incorporated by Reference (Feb 1998) | 4 |
| | 52.204-21 Basic Safeguarding of Covered Contractor Information Systems (June 2016) | |
| | 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015) | 4 |
| | 52.232-1 Payments (Apr 1984) | 4 |
| | 52.232-18 Availability Of Funds (Apr 1984) | 4 |
| | 52.232-39 Unenforceability of Unauthorized Obligations (Jun 2013) | 4 |
| | 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Dec 2013). | 4 |
| | 52.233-1 Disputes (May 2014) | 5 |
| | 52.249-14 Excusable Delays (Apr 1984) | 5 |
| | 52.212-4 Contract Terms and Conditions-Commercial Items (Oct 2018) | 5 |
| | 52.242-15 Stop-Work Order (Aug 1989) | 5 |
| | 1952.232-91 Electronic Invoicing and Payment Requirements - Invoice Payment Platform | (IPP) (April |
| | 2016) | |
| | 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Ore | iers- |
| | Commercial Items (Jun 2020) | 5 |
| 3 | Documents, Exhibits, or Attachments | 11 |
| | 1000 Scope of BOA | 11 |

Document Number: 951700-20-G-0163 Contract Number: 951700-20-G-0163 Page 4 of 12

Section 1 - Continuation Sheet

| umber | Supplies or Servi | ices | Quantity | Unit | Unit Price | Total (Inc. disc., tax, and fees) |
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START 08/04/2020

END

08/03/2025

Section 2 - Contract Clauses

52.252-2 Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this / these address(es):

[Insert one or more Internet addresses]

(End of clause)

| Clause | Title | Fill-ins |
|-----------|---------------------------------------------------------------------------|----------|
| 52 204-21 | Basic Safeguarding of Covered Contractor Information Systems (June 2016) | |
| 52 209-10 | Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015) | |
| 52 232-1 | Payments (Apr 1984) | |
| 52.232-18 | Availability Of Funds (Apr 1984) | |
| 52 232-39 | Unenforceability of Unauthorized Obligations (Jun 2013) | |

Case 1:20-cv-01047-VJW Document 11-3 Filed 10/15/20 Page 41 of 76

Document Number: 951700-20-G-0163 Contract Number: 951700-20-G-0163 Page 5 of 12

| Clause | Title | Fill-ins |
|-----------|----------------------------------------------------------------------|----------|
| 52.232-40 | Providing Accelerated Payments to Small Business Subcontractors (Dec | |
| | 2013) | 100 |
| 52 233-1 | Disputes (May 2014) | |
| 52 249-14 | Excusable Delays (Apr 1984) | |
| 52 212-4 | Contract Terms and Conditions-Commercial Items (Oct 2018) | HE I'S |
| 52 242-15 | Stop-Work Order (Aug 1989) | |

1952.232-91 Electronic Invoicing and Payment Requirements - Invoice Payment Platform (IPP) (April 2016)

Payment requests for all new awards must be submitted electronically through the U. S. Department of the Treasury's Invoice Payment Program (IPP).

"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in FAR 32.905(b), "Payment documentation and process" and the applicable Prompt Payment clause included in this contract. The IPP website address is:https://www.ipp.gov.

Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice (CO to edit and include the documentation required under this contract):

The Contractor must follow the instructions on the attached Electronic Invoicing Advisory to enroll, access and use IPP for submitting requests for payment.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the contracting officer.

(End of Clause)

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (Jun 2020)

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- (1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).
- (3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).
- (5) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
- (6) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004)(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

Case 1:20-cv-01047-VJW Document 11-3 Filed 10/15/20 Page 42 of 76 Document Number: 951700-20-G-0163 Contract Number: 951700-20-G-0163 Page 6 of 12

| [Connucting Officer Unice as upprofit tale.] | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jun 2020), with Alternate I (Oct 1995) (41 U.S.C. 470 10 U.S.C. 2402). |)4 and |
| (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Jun 2020) (41 U.S.C. 3509)). | |
| X (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.) | ı 1553 |
| X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) (31 U.S. 6101 note). | .C. |
| (5) [Reserved]. | |
| (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C). | ű |
| (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, sec 743 of Div. C). | tion |
| (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Propose Debarment. (Jun 2020) (31 U.S.C. 6101 note). | ed for |
| (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313). | |
| (10) [Reserved]. | |
| (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Mar 2020) (15 U.S.C. 657a). | |
| (ii) Alternate I (Mar 2020) of 52.219-3. | |
| (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Mar 2020) (if the offeror e waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a). | lects to |
| (ii) Alternate I (Mar 2020) of 52.219-4. | |
| (13) [Reserved] | |
| (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Mar 2020) (15 U.S.C. 644). | |
| (ii) Alternate I (Mar 2020). | |
| (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (Mar 2020) (15 U.S.C. 644). | |
| (ii) Alternate I (Mar 2020) of 52.219-7. | |
| (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)). | |
| (17)(i) 52.219-9, Small Business Subcontracting Plan (Jun 2020) (15 U.S.C. 637(d)(4)). | |
| (ii) Alternate I (Nov 2016) of 52.219-9. | |
| (iii) Alternate II (Nov 2016) of 52.219-9. | |
| (iv) Alternate III (Jun 2020) of 52.219-9. | |
| (v) Alternate IV (Jun 2020) of 52.219-9. | |
| (18) 57 719-13 Notice of Set-Aside of Orders (Mar 2020) (15 11 S.C. 644(r.)) | |

Case 1:20-cv-01047-VJW Document 11-3 Filed 10/15/20 Page 43 of 76

Document Number: 951700-20-G-0163 Contract Number: 951700-20-G-0163 Page 7 of 12

(19) 52.219-14, Limitations on Subcontracting (Mar 2020) (15 U.S.C. 637(a)(14)). (20) 52.219-16, Liquidated Damages--Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)). __(21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Mar 2020) (15 U.S.C. 657f). (22)(i) 52.219-28, Post Award Small Business Program Rerepresentation (Mar 2020) (15 U.S.C. 632(a)(2)). (ii) Alternate I (Mar 2020) of 52.219-28. (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Mar 2020) (15 U.S.C. 637(m)). (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Mar 2020) (15 U.S.C. 637(m)). (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)). (26) 52.219-33, Nonmanufacturer Rule (Mar 2020) (15 U.S.C. 637(a)(17)). X (27) 52.222-3, Convict Labor (June 2003) (E.O. 11755). X (28) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jan 2020) (E.O. 13126). X (29) 52.222-21, Prohibition of Segregated Facilities (Apr 2015). X (30)(i) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246). __ (ii) Alternate I (Feb 1999) of 52.222-26. X (31)(i) 52.222-35, Equal Opportunity for Veterans (Jun 2020)(38 U.S.C. 4212). (ii) Alternate I (July 2014) of 52,222-35. X (32)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793). __ (ii) Alternate I (July 2014) of 52.222-36. X (33) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212). X (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). X (35)(i) 52.222-50, Combating Trafficking in Persons (Jan 2019) (22 U.S.C. chapter 78 and E.O. 13627). __ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627). (36) 52.222-54, Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.) (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c) (3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.) (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available offthe-shelf items.) (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693). (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

Case 1:20-cv-01047-VJW Document 11-3 Filed 10/15/20 Page 44 of 76 Document Number: 951700-20-G-0163 Contract Number: 951700-20-G-0163 Page 8 of 12

| (40)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514). |
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| _ (ii) Alternate I (Oct 2015) of 52.223-13. |
| (41)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514). |
| _ (ii) Alternate I (Jun 2014) of 52.223-14. |
| (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b). |
| (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514). |
| (ii) Alternate I (Jun 2014) of 52.223-16. |
| X (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513). |
| (45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693). |
| (46) 52.223-21, Foams (Jun 2016) (E.O. 13693). |
| (47)(i) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a). |
| (ii) Alternate I (Jan 2017) of 52.224-3. |
| (48) 52.225-1, Buy AmericanSupplies (May 2014) (41 U.S.C. chapter 83). |
| (49)(i)'52.225-3, Buy AmericanFree Trade AgreementsIsraeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43. |
| (ii) Alternate I (May 2014) of 52.225-3. |
| (iii) Alternate II (May 2014) of 52.225-3. |
| (iv) Alternate III (May 2014) of 52.225-3. |
| (50) 52.225-5, Trade Agreements (Oct 2019) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note). |
| (51) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury). |
| (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note). |
| (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150). |
| (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150). |
| (55) 52.229-12, Tax on Certain Foreign Procurements (Jun 2020). |
| (56) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)). |
| (57) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)). |
| (58) 52.232-33, Payment by Electronic Funds TransferSystem for Award Management (Oct 2018) (31 U.S.C. 3332). |
| X (59) 52.232-34, Payment by Electronic Funds TransferOther than System for Award Management (Jul 2013) (31 U.S.C. 3332). |
| (60) 52 232-36. Payment by Third Party (May 2014) (31 LLS C. 2332) |

Case 1:20-cv-01047-VJW Document 11-3 Filed 10/15/20 Page 45 of 76

Document Number: 951700-20-G-0163 Contract Number: 951700-20-G-0163 Page 9 of 12

| (61) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a). |
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| \underline{X} (62) 52.242-5, Payments to Small Business Subcontractors (Jan 2017)(15 U.S.C. 637(d)(13)). |
| (63)(i) 52.247-64, Preference for Privately Owned U.SFlag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). |
| (ii) Alternate I (Apr 2003) of 52.247-64. |
| (iii) Alternate II (Feb 2006) of 52.247-64. |
| (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: |
| [Contracting Officer check as appropriate.] |
| (1) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67). |
| (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67). |
| (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67). |
| (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor StandardsPrice Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67). |
| (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain EquipmentRequirements (May 2014) (41 U.S.C. chapter 67). |
| (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain ServicesRequirements (May 2014) (41 U.S.C. chapter 67). |
| (7) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015). |
| (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706). |
| (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792). |
| (d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of |

- award of this contract and does not contain the clause at 52.215-2, Audit and Records--Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

Case 1:20-cv-01047-VJW Document 11-3 Filed 10/15/20 Page 46 of 76

Document Number: 951700-20-G-0163 Contract Number: 951700-20-G-0163 Page 10 of 12

- (e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--
- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Jun 2020) (41 U.S.C. 3509).
- (ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).
- (iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)
- (vii) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).
- (viii) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).
- (ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).
- (x) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212)
- (xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).
- (xiii) (A) 52.222-50, Combating Trafficking in Persons (Jan 2019) (22 U.S.C. chapter 78 and E.O 13627).
- (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O 13627).
- (xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
- (xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
- (xvi) 52.222-54, Employment Eligibility Verification (Oct 2015) (E.O. 12989).
- (xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
- (xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).
- (xix)(A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
- (B) Alternate I (Jan 2017) of 52.224-3.
- (xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

Case 1:20-cv-01047-VJW Document 11-3 Filed 10/15/20 Page 47 of 76

Document Number: 951700-20-G-0163 Contract Number: 951700-20-G-0163 Page 11 of 12

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

Section 3 - Documents, Exhibits, or Attachments

1000 Scope of BOA

Purpose

The purpose of this contract action is to reinstate the USAGM's Blanket Ordering Agreement (BOA) with the vendor, BOA number BBG50-G-15-0006. This BOA is entered into based on your 08/01/2020 e-mail acceptance of USAGM's 7/31/2020 proposal to reinstate the expired BOA for Internet freedom tools.

Terms and Conditions

In addition to the terms and clauses included herein, this BOA incorporates by reference the terms and conditions of BOA number BBG50-G-15-0006, including its clauses.

Order of Precedence

In the event of a conflict between a contract clause or term of the original BOA and the new BOA, the terms and clauses of the new BOA shall govern.

Ordering Period

This BOA has a 5-year ordering period that begins on 8/4/2020 and extends through 8/3/2025 with no optional periods of performance.

Place of Performance

The place of performance for orders placed under this BOA will be specified at the time each order is placed, but generally will be at the contractor's facility.

Pricing Structure

The pricing arrangement of orders placed under this BOA will be specified at the time the order is placed. Orders may be priced on a firm fixed price basis, time-and-materials basis, or on a labor hour basis.

Scope and Purpose of Blanket Ordering Agreement

The overall purpose of the BOA and the general nature of the work for task orders awarded under the BOA is to obtain Internet censorship circumvention tools and services. The primary supplies and services required under this contract relate to state-of-the art, specialized information technology (IT) software and systems for circumventing Internet censorship by foreign governments, and require active, ongoing maintenance and support throughout the term of the Task Orders by the Contractor to ensure required service levels.

Description of Task Areas

Task Area 1 - Circumvention Client Software

When awarded a task order under this Task Area, the Contractor shall provide a system to circumvent Internet censorship imposed by foreign governments and Internet Service Providers (ISPs) using client software technology, which, at a minimum, transparently proxies HyperText Transfer Protocol (HTTP) traffic, and may, based on individual Task Order requirements, implement transparent proxy services for additional protocol traffic, up to and including full Virtual Private Network (VPN) service. The system shall work on operating systems as specified in each individual Task Order, which may include various desktop and mobile computing devices.

Case 1:20-cv-01047-VJW Document 11-3 Filed 10/15/20 Page 48 of 76

Document Number: 951700-20-G-0163 Contract Number: 951700-20-G-0163 Page 12 of 12

The system shall allow Internet users in target countries to use the client software package to circumvent the censorship of the Internet within their country.

Task Area 2 - Clientless Web Proxies

When awarded a task order under this Task Area, the Contractor shall provide a network of web proxies which may be accessed by any web browser which supports Secure Hypertext Transfer Protocol (HTTPS) and which can be distributed by BBG broadcasters. The system must allow Internet users in target countries to circumvent the censorship of the Internet within their country by accessing web proxies operated by the Contractor which are distributed globally and use a diverse set of domain names and dynamic IP addresses which cannot easily be discovered, enumerated, and blocked. The proxy sites shall be changed regularly, based on the specifics of site blockages in the target countries.

Task Area 3 - Reserved

There is no plan to award work under Task Area 3 at this time.

Task Area 4 - Electronic Mail Newsletter Distribution

When awarded a task order under this Task Area, the Contractor shall distribute an electronic mail (email) newsletter provided by USAGM broadcasters to a list of electronic mail addresses provided by the broadcasters, and validated by the Contractor, on a schedule as specified in the Task Order. The Contractor shall evade attempts by foreign governments to censor the newsletters through the use of various techniques.

Task Area 5 - Censorship Circumvention Technical Expertise and Support

When awarded a task order under this Task Area, the Contractor shall provide its technical expertise in Internet censorship circumvention to further the USAGM's other Internet anti-censorship initiatives. This may consist of producing technical documentation and reports on the current state of Internet censorship in target countries; providing computer programming and software engineering for BBG's internal software products, open source software, or other Contractor's software; or setup, maintenance, and operation of computer systems and network devices.

Under the terms of your BOA your firm is eligible to compete for work projects under the following Task Area(s):

- · Task Area I
- · Task Area 2
- Task Area 4
- Task Area 5

Authority

This procurement action is entered into under the USAGM's statutory authority to conduct procurements without regard to any other provision of law relating to such procurements [See 22 U.S.C. 6204(a)(10)].

Protests

The Competition in Contracting Act (CICA) does not apply to this reinstated agreement; therefore, GAO does not have jurisdiction over protests related to any task order or task order request for proposal (TORFP) issued under this agreement. All pre-award and post-award protests of task orders to be awarded under this BOA must be submitted directly to the contracting officer, whose final decisions may be appealed to the agency's Senior Procurement Executive.

Case 1:20-cv-01047-VJW Document 11-3 Filed 10/15/20 Page 49 of 76 Document Number: 951700-20-G-0165 Contract Number: 951700-20-G-0165 Page 1 of 12

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| 25. ACCOUNTING AND APPROPRIATION D 20:20-X0206-U0SO-1105-1050-2589-2020 27a. SOLICITATION INCORPORATES B X 27b. CONTRACT/PURCHASE ORDER IN X 28. CONTRACTOR IS REQUIRED TO SI ISSUING OFFICE CONTRACTOR AGRE OR OTHERWISE IDENTIFIED ABOVE AI TERMS AND CONDITIONS SPECIFIED 30a. SIGNATURE OF OFFEROR/CONTRACT | DATA BY REFERENCE FAR 52: NCORPORATES BY REF IGN THIS DOCUMENT A EES TO FURNISH AND I ND ON ANY ADDITIONAL TOR | 212-1. 52 212-4. FAR 52 ERENCE FAR 52.212-4. ND RETURN 1 COPIES DELIVER ALL ITEMS SI | 21 QUA 2212-3 AND 52 212-6 / 8. FAR 52 212-5 IS ATT 5 TO 29 ET FORTH DAY 0 THE IS A | ARE ATTACHED A ACHED. ADDEND AWARD OF CONT FED LUDING ANY ADD CCEPTED AS TO | 28. TOTAL AWAS SO OU ADDENDA A A A A A A A A A A A A A A A A A A | ARD AMOUNT RE ARE X ARE FER ON SOLI GES WHICH A DNTRACTING | F (For Govt. Use Only) E NOT ATTACHED E NOT ATTACHED OFFER CITATION (BLOCK 5) IRE SET FORTH HEREIN |

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Case 1:20-cv-01047-VJW Document 11-3 Filed 10/15/20 Page 50 of 76 Document Number: 951700-20-G-0165 Contract Number: 951700-20-G-0165 Page 2 of 12

| 19. ITEM NO. | | 20. SCHEDULE OF SUPPLIE | ES/SERVICES | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
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STANDARD FORM 1449 (REV. 02/2012) BACK

Case 1:20-cv-01047-VJW Document 11-3 Filed 10/15/20 Page 51 of 76 Document Number: 951700-20-G-0165 Contract Number: 951700-20-G-0165 Page 3 of 12

Table of Contents

| Section | <u>Page</u> | Number |
|---------|-----------------------------------------------------------------------------------------------|--------|
| 1 | Continuation Sheet | |
| 2 | Contract Clauses | 4 |
| | 52.252-2 Clauses Incorporated by Reference (Feb 1998) | 4 |
| | 52.204-21 Basic Safeguarding of Covered Contractor Information Systems (June 2016) | 4 |
| | 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015) | 4 |
| | 52.232-1 Payments (Apr 1984) | 4 |
| | 52.232-18 Availability Of Funds (Apr 1984) | 4 |
| | 52.232-39 Unenforceability of Unauthorized Obligations (Jun 2013) | 4 |
| | 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Dec 2013) | |
| | 52.233-1 Disputes (May 2014) | 5 |
| | 52.249-14 Excusable Delays (Apr 1984) | 5 |
| | 52.212-4 Contract Terms and Conditions-Commercial Items (Oct 2018) | |
| | 52.242-15 Stop-Work Order (Aug 1989) | 5 |
| | 1952.232-91 Electronic Invoicing and Payment Requirements - Invoice Payment Platform (IPP) (A | pril |
| | 2016) | 5 |
| | 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders- | |
| | Commercial Items (Jun 2020) | 5 |
| 3 | Documents, Exhibits, or Attachments | 11 |
| | 1000 Scope of BOA | 11 |

Document Number: 951700-20-G-0165 Contract Number: 951700-20-G-0165 Page 4 of 12

Section 1 - Continuation Sheet

| umber | Supplies or Servi | ces | Quantity | Unit | Unit Price | Total (Inc. disc., tax, and fees) | | | | |
|-------|--------------------------------------------------------------------------------------------------------------|---------------------|------------------|---------|------------------|-----------------------------------|--|--|--|--|
| 1 | Services | · · | 0.000000 | LT | \$0.0000 | \$0.0 | | | | |
| | Period of Performance: 08/04 | 1/2020 - 08/03/2025 | - | | | | | | | |
| | Description: BASIC ORDERING AGREEMENT FOR CIRCUMVENTION CLIENT SOFTWARE IN ACCORDANCE WITH STATEMENT OF WORK | | | | | | | | | |
| | Reference Line: 1105-20-IQ-0 | 0006 - 1 | | | | | | | | |
| 48 | CLIN Funding: 1. (2020-X0206-UOSO-I105-1050-2589-2020): \$0.00 | | | | | | | | | |
| | | CL | IN Funding: | | Cost | | | | | |
| 1000 | | | | | | | | | | |
| | | Base Totals: | | | o | | | | | |
| | Exercise | Base Totals: | | | 0 | | | | | |
| | | SECOND CONSTRUCTOR | | | 0 | | | | | |
| | Unexercise | d Options Totals: | | | 0 0 | | | | | |
| CLI | Unexercise Base an | d Options Totals: | Maximum Quantity | Maximum | 0 0 0 0 | | | | | |

ITEM

START 08/04/2020

END 08/03/2025

Section 2 - Contract Clauses

52.252-2 Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this / these address(es):

[Insert one or more Internet addresses]

(End of clause)

| Clause | Title | Fill-ins |
|-----------|---------------------------------------------------------------------------|----------|
| 52.204-21 | Basic Safeguarding of Covered Contractor Information Systems (June 2016) | |
| 52.209-10 | Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015) | |
| 52.232-1 | Payments (Apr 1984) | |
| 52.232-18 | Availability Of Funds (Apr 1984) | |
| 52.232-39 | Unenforceability of Unauthorized Obligations (Jun 2013) | |

Case 1:20-cv-01047-VJW Document 11-3 Filed 10/15/20 Page 53 of 76

Document Number: 951700-20-G-0165 Contract Number: 951700-20-G-0165 Page 5 of 12

| Clause | Title | Fill-ins |
|-----------|----------------------------------------------------------------------|----------|
| 52 232-40 | Providing Accelerated Payments to Small Business Subcontractors (Dec | |
| | 2013) | |
| 52.233-1 | Disputes (May 2014) | |
| 52 249-14 | Excusable Delays (Apr 1984) | |
| 52 212-4 | Contract Terms and Conditions-Commercial Items (Oct 2018) | 1 |
| 52 242-15 | Stop-Work Order (Aug 1989) | |

1952.232-91 Electronic Invoicing and Payment Requirements - Invoice Payment Platform (IPP) (April 2016)

Payment requests for all new awards must be submitted electronically through the U. S. Department of the Treasury's Invoice Payment Program (IPP).

"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in FAR 32.905(b), "Payment documentation and process" and the applicable Prompt Payment clause included in this contract. The IPP website address is:https://www.ipp.gov.

Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice (CO to edit and include the documentation required under this contract):

The Contractor must follow the instructions on the attached Electronic Invoicing Advisory to enroll, access and use IPP for submitting requests for payment.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the contracting officer.

(End of Clause)

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (Jun 2020)

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- (1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).
- (3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).
- (5) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
- (6) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004)(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

Case 1:20-cv-01047-VJW Document 11-3 Filed 10/15/20 Page 54 of 76 Document Number: 951700-20-G-0165 Contract Number: 951700-20-G-0165 Page 6 of 12

| [Contracting Officer check as appropriate.] |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jun 2020), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402). |
| (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Jun 2020) (41 U.S.C. 3509)). |
| \underline{X} (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.) |
| X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note). |
| (5) [Reserved]. |
| (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C). |
| (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C). |
| (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Jun 2020) (31 U.S.C. 6101 note). |
| (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313). |
| (10) [Reserved]. |
| (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Mar 2020) (15 U.S.C. 657a). |
| (ii) Alternate I (Mar 2020) of 52.219-3. |
| (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Mar 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a). |
| (ii) Alternate I (Mar 2020) of 52.219-4. |
| (13) [Reserved] |
| (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Mar 2020) (15 U.S.C. 644). |
| (ii) Alternate I (Mar 2020). |
| (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (Mar 2020) (15 U.S.C. 644). |
| (ii) Alternate I (Mar 2020) of 52.219-7. |
| (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)). |
| (17)(i) 52.219-9, Small Business Subcontracting Plan (Jun 2020) (15 U.S.C. 637(d)(4)). |
| (ii) Alternate I (Nov 2016) of 52.219-9. |
| (iii) Alternate II (Nov 2016) of 52.219-9. |
| (iv) Alternate III (Jun 2020) of 52.219-9. |
| (v) Alternate IV (Jun 2020) of 52.219-9. |
| (18) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)). |

Case 1:20-cv-01047-VJW Document 11-3 Filed 10/15/20 Page 55 of 76

Document Number: 951700-20-G-0165 Contract Number: 951700-20-G-0165 Page 7 of 12

(19) 52.219-14, Limitations on Subcontracting (Mar 2020) (15 U.S.C. 637(a)(14)). (20) 52.219-16, Liquidated Damages--Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)). (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Mar 2020) (15 U.S.C. 657f). (22)(i) 52.219-28, Post Award Small Business Program Rerepresentation (Mar 2020) (15 U.S.C. 632(a)(2)). (ii) Alternate I (Mar 2020) of 52.219-28. (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Mar 2020) (15 U.S.C. 637(m)). (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Mar 2020) (15 U.S.C. 637(m)). (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)). (26) 52.219-33, Nonmanufacturer Rule (Mar 2020) (15 U.S.C. 637(a)(17)). X (27) 52.222-3, Convict Labor (June 2003) (E.O. 11755). X (28) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jan 2020) (E.O. 13126). X (29) 52.222-21, Prohibition of Segregated Facilities (Apr 2015). X (30)(i) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246). (ii) Alternate 1 (Feb 1999) of 52.222-26. X (31)(i) 52.222-35, Equal Opportunity for Veterans (Jun 2020)(38 U.S.C. 4212). (ii) Alternate I (July 2014) of 52.222-35. X (32)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793). __ (ii) Alternate I (July 2014) of 52.222-36. X (33) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212). X (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). X (35)(i) 52.222-50, Combating Trafficking in Persons (Jan 2019) (22 U.S.C. chapter 78 and E.O. 13627). (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627). (36) 52.222-54, Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.) (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c) (3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.) (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available offthe-shelf items.) _ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693). (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

Case 1:20-cv-01047-VJW Document 11-3 Filed 10/15/20 Page 56 of 76 Document Number: 951700-20-G-0165 Contract Number: 951700-20-G-0165 Page 8 of 12

| (40)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514). |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (ii) Alternate I (Oct 2015) of 52.223-13. |
| (41)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514). |
| (ii) Alternate I (Jun 2014) of 52.223-14. |
| (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b). |
| (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514). |
| (ii) Alternate I (Jun 2014) of 52.223-16. |
| X (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513). |
| (45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693). |
| (46) 52.223-21, Foams (Jun 2016) (E.O. 13693). |
| (47)(i) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a). |
| (ii) Alternate I (Jan 2017) of 52.224-3. |
| (48) 52.225-1, Buy AmericanSupplies (May 2014) (41 U.S.C. chapter 83). |
| (49)(i) 52.225-3, Buy AmericanFree Trade AgreementsIsraeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43. |
| (ii) Alternate I (May 2014) of 52.225-3. |
| (iii) Alternate II (May 2014) of 52.225-3. |
| (iv) Alternate III (May 2014) of 52.225-3. |
| (50) 52.225-5, Trade Agreements (Oct 2019) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note). |
| (51) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury). |
| (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note). |
| (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150). |
| (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150). |
| (55) 52.229-12, Tax on Certain Foreign Procurements (Jun 2020). |
| (56) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)). |
| (57) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)). |
| (58) 52.232-33, Payment by Electronic Funds TransferSystem for Award Management (Oct 2018) (31 U.S.C. 3332). |
| X (59) 52.232-34, Payment by Electronic Funds TransferOther than System for Award Management (Jul 2013) (31 U.S.C. 3332). |
| (60) 52 232-36. Payment by Third Party (May 2014) (31 U.S.C. 3332) |

Case 1:20-cv-01047-VJW Document 11-3 Filed 10/15/20 Page 57 of 76

Document Number: 951700-20-G-0165 Contract Number: 951700-20-G-0165 Page 9 of 12

| (61) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a). |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| \underline{X} (62) 52.242-5, Payments to Small Business Subcontractors (Jan 2017)(15 U.S.C. 637(d)(13)). |
| (63)(i) 52.247-64, Preference for Privately Owned U.SFlag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). |
| (ii) Alternate I (Apr 2003) of 52.247-64. |
| (iii) Alternate II (Feb 2006) of 52.247-64. |
| (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: |
| [Contracting Officer check as appropriate.] |
| (1) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67). |
| (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67). |
| (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67). |
| (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor StandardsPrice Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67). |
| (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain EquipmentRequirements (May 2014) (41 U.S.C. chapter 67). |
| (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain ServicesRequirements (May 2014) (41 U.S.C. chapter 67). |
| (7) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015). |
| (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706). |
| (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792). |
| (d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of |

- award of this contract and does not contain the clause at 52.215-2, Audit and Records--Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

Case 1:20-cv-01047-VJW Document 11-3 Filed 10/15/20 Page 58 of 76

Document Number: 951700-20-G-0165 Contract Number: 951700-20-G-0165 Page 10 of 12

- (e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--
- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Jun 2020) (41 U.S.C. 3509).
- (ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).
- (iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)
- (vii) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).
- (viii) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).
- (ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).
- (x) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212)
- (xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).
- (xiii) (A) 52.222-50, Combating Trafficking in Persons (Jan 2019) (22 U.S.C. chapter 78 and E.O 13627).
- (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O 13627).
- (xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
- (xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
- (xvi) 52.222-54, Employment Eligibility Verification (Oct 2015) (E.O. 12989).
- (xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
- (xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).
- (xix)(A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
- (B) Alternate I (Jan 2017) of 52.224-3.
- (xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

Case 1:20-cv-01047-VJW Document 11-3 Filed 10/15/20 Page 59 of 76

Document Number: 951700-20-G-0165 Contract Number: 951700-20-G-0165 Page 11 of 12

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

Section 3 - Documents, Exhibits, or Attachments

1000 Scope of BOA

Purpose

The purpose of this contract action is to reinstate the USAGM's Blanket Ordering Agreement (BOA) with the vendor, BOA number BBG50-G-15-0006. This BOA is entered into based on your 08/01/2020 e-mail acceptance of USAGM's 7/31/2020 proposal to reinstate the expired BOA for Internet freedom tools.

Terms and Conditions

In addition to the terms and clauses included herein, this BOA incorporates by reference the terms and conditions of BOA number BBG50-G-15-0006, including its clauses.

Order of Precedence

In the event of a conflict between a contract clause or term of the original BOA and the new BOA, the terms and clauses of the new BOA shall govern.

Ordering Period

This BOA has a 5-year ordering period that begins on 8/4/2020 and extends through 8/3/2025 with no optional periods of performance.

Place of Performance

The place of performance for orders placed under this BOA will be specified at the time each order is placed, but generally will be at the contractor's facility.

Pricing Structure

The pricing arrangement of orders placed under this BOA will be specified at the time the order is placed. Orders may be priced on a firm fixed price basis, time-and-materials basis, or on a labor hour basis.

Scope and Purpose of Blanket Ordering Agreement

The overall purpose of the BOA and the general nature of the work for task orders awarded under the BOA is to obtain Internet censorship circumvention tools and services. The primary supplies and services required under this contract relate to state-of-the art, specialized information technology (IT) software and systems for circumventing Internet censorship by foreign governments, and require active, ongoing maintenance and support throughout the term of the Task Orders by the Contractor to ensure required service levels.

Description of Task Areas

Task Area 1 - Circumvention Client Software

When awarded a task order under this Task Area, the Contractor shall provide a system to circumvent Internet censorship imposed by foreign governments and Internet Service Providers (ISPs) using client software technology, which, at a minimum, transparently proxies HyperText Transfer Protocol (HTTP) traffic, and may, based on individual Task Order requirements, implement transparent proxy services for additional protocol traffic, up to and including full Virtual Private Network (VPN) service. The system shall work on operating systems as specified in each individual Task Order, which may include various desktop and mobile computing devices.

Case 1:20-cv-01047-VJW Document 11-3 Filed 10/15/20 Page 60 of 76

Document Number: 951700-20-G-0165 Contract Number: 951700-20-G-0165 Page 12 of 12

The system shall allow Internet users in target countries to use the client software package to circumvent the censorship of the Internet within their country.

Task Area 2 - Clientless Web Proxies

When awarded a task order under this Task Area, the Contractor shall provide a network of web proxies which may be accessed by any web browser which supports Secure Hypertext Transfer Protocol (HTTPS) and which can be distributed by BBG broadcasters. The system must allow Internet users in target countries to circumvent the censorship of the Internet within their country by accessing web proxies operated by the Contractor which are distributed globally and use a diverse set of domain names and dynamic IP addresses which cannot easily be discovered, enumerated, and blocked. The proxy sites shall be changed regularly, based on the specifics of site blockages in the target countries.

Task Area 3 - Reserved

There is no plan to award work under Task Area 3 at this time.

Task Area 4 - Electronic Mail Newsletter Distribution

When awarded a task order under this Task Area, the Contractor shall distribute an electronic mail (email) newsletter provided by USAGM broadcasters to a list of electronic mail addresses provided by the broadcasters, and validated by the Contractor, on a schedule as specified in the Task Order. The Contractor shall evade attempts by foreign governments to censor the newsletters through the use of various techniques.

Task Area 5 - Censorship Circumvention Technical Expertise and Support

When awarded a task order under this Task Area, the Contractor shall provide its technical expertise in Internet censorship circumvention to further the USAGM's other Internet anti-censorship initiatives. This may consist of producing technical documentation and reports on the current state of Internet censorship in target countries; providing computer programming and software engineering for BBG's internal software products, open source software, or other Contractor's software; or setup, maintenance, and operation of computer systems and network devices.

Under the terms of your BOA your firm is eligible to compete for work projects under the following Task Area(s):

Task Area 5

Authority

This procurement action is entered into under the USAGM's statutory authority to conduct procurements without regard to any other provision of law relating to such procurements [See 22 U.S.C. 6204(a)(10)].

Protests

The Competition in Contracting Act (CICA) does not apply to this reinstated agreement; therefore, GAO does not have jurisdiction over protests related to any task order or task order request for proposal (TORFP) issued under this agreement. All pre-award and post-award protests of task orders to be awarded under this BOA must be submitted directly to the contracting officer, whose final decisions may be appealed to the agency's Senior Procurement Executive.

Case 1:20-cv-01047-VJW Document 11-3 Filed 10/15/20 Page 61 of 76 Document Number: 951700-20-G-0166 Contract Number: 951700-20-G-0166 Page 1 of 12

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Case 1:20-cv-01047-VJW Document 11-3 Filed 10/15/20 Page 62 of 76 Document Number: 951700-20-G-0166 Contract Number: 951700-20-G-0166 Page 2 of 12

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Case 1:20-cv-01047-VJW Document 11-3 Filed 10/15/20 Page 63 of 76 Document Number: 951700-20-G-0166 Contract Number: 951700-20-G-0166 Page 3 of 12

Table of Contents

| Section | <u>Page Number</u> |
|---------|---------------------------------------------------------------------------------------------------|
| I | Continuation Sheet |
| 2 | Contract Clauses |
| | 52.252-2 Clauses Incorporated by Reference (Feb 1998)4 |
| | 52.204-21 Basic Safeguarding of Covered Contractor Information Systems (June 2016)4 |
| | 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)4 |
| | 52.232-1 Payments (Apr 1984)4 |
| 10 | 52.232-18 Availability Of Funds (Apr 1984)4 |
| | 52.232-39 Unenforceability of Unauthorized Obligations (Jun 2013)4 |
| | 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)4 |
| | 52.233-1 Disputes (May 2014)5 |
| | 52.249-14 Excusable Delays (Apr 1984)5 |
| | 52.212-4 Contract Terms and Conditions-Commercial Items (Oct 2018)5 |
| | 52.242-15 Stop-Work Order (Aug 1989)5 |
| | 1952.232-91 Electronic Invoicing and Payment Requirements - Invoice Payment Platform (IPP) (April |
| | 2016)5 |
| | 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders- |
| | Commercial Items (Jun 2020)5 |
| 3 | Documents, Exhibits, or Attachments |
| | 1000 Scope of BOA11 |

Document Number: 951700-20-G-0166 Contract Number: 951700-20-G-0166 Page 4 of 12

Section 1 - Continuation Sheet

| lumber | Supplies or Servi | C88 | Quantity | Unit | Unit Price | Total (Inc. disc., tax, and fees) | | | |
|--------|--------------------------------------------------------------------------------------------------------------|--------------------|------------------|---------|-------------|------------------------------------|--|--|--|
| 1 | Services | | 0.000000 | LT | \$0.000 | \$0.0 | | | |
| | Period of Performance: 08/04 | /2020 - 08/03/2025 | | | | | | | |
| | Description: BASIC ORDERING AGREEMENT FOR CIRCUMVENTION CLIENT SOFTWARE IN ACCORDANCE WITH STATEMENT OF WORK | | | | | | | | |
| | Reference Line: I105-20-IQ-00008 - 1 | | | | | | | | |
| | CLIN Funding: 1. (2020-X0206-UOSO-I105-1050-2589-2020): \$0.00 | | | | | | | | |
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ITEM

START 08/04/2020 END 08/03/2025

Section 2 - Contract Clauses

52.252-2 Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this / these address(es):

[Insert one or more Internet addresses]

(End of clause)

| Clause | Title | Fill-ins |
|-------------|---------------------------------------------------------------------------|----------|
| 52.204-21 - | Basic Safeguarding of Covered Contractor Information Systems (June 2016) | |
| 52.209-10 | Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015) | |
| 52.232-1 | Payments (Apr 1984) | |
| 52.232-18 | Availability Of Funds (Apr 1984) | |
| 52,232-39 | Unenforceability of Unauthorized Obligations (Jun 2013) | |

Case 1:20-cv-01047-VJW Document 11-3 Filed 10/15/20 Page 65 of 76

Document Number: 951700-20-G-0166 Contract Number: 951700-20-G-0166 Page 5 of 12

| Clause | Title | Fill-ins |
|-----------|----------------------------------------------------------------------|----------|
| 52.232-40 | Providing Accelerated Payments to Small Business Subcontractors (Dec | |
| | 2013) | |
| 52,233-1 | Disputes (May 2014) | |
| 52.249-14 | Excusable Delays (Apr 1984) | |
| 52.212-4 | Contract Terms and Conditions-Commercial Items (Oct 2018) | |
| 52.242-15 | Stop-Work Order (Aug 1989) | |

1952.232-91 Electronic Invoicing and Payment Requirements - Invoice Payment Platform (IPP) (April 2016)

Payment requests for all new awards must be submitted electronically through the U. S. Department of the Treasury's Invoice Payment Program (IPP).

| rogium (ii i /i | | |
|----------------------------------------------------------------------------------------------------------------|--|--|
| "Payment request" means any request for contract financinvoice, the payment request must comply with the requi | | |
| and the applicable Prompt Payment clause included in the | | |
| Under this contract, the following documents are require the documentation required under this contract): | | |
| | | |
| | | |
| | | |

The Contractor must follow the instructions on the attached Electronic Invoicing Advisory to enroll, access and use IPP for submitting requests for payment.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the contracting officer.

(End of Clause)

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (Jun 2020)

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- (1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).
- (3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).
- (5) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
- (6) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004)(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

Case 1:20-cv-01047-VJW Document 11-3 Filed 10/15/20 Page 66 of 76 Document Number: 951700-20-G-0166 Contract Number: 951700-20-G-0166 Page 6 of 12

| [Contracting Officer check as appropriate.] |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jun 2020), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402). |
| (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Jun 2020) (41 U.S.C. 3509)). |
| X (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.) |
| X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note). |
| (5) [Reserved]. |
| (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C). |
| (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C). |
| (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Jun 2020) (31 U.S.C. 6101 note). |
| (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313). |
| (10) [Reserved]. |
| (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Mar 2020) (15 U.S.C. 657a). |
| (ii) Alternate I (Mar 2020) of 52,219-3. |
| (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Mar 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a). |
| (ii) Alternate I (Mar 2020) of 52.219-4. |
| (13) [Reserved] |
| (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Mar 2020) (15 U.S.C. 644). |
| (ii) Alternate I (Mar 2020). |
| (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (Mar 2020) (15 U.S.C. 644). |
| (ii) Alternate I (Mar 2020) of 52.219-7. |
| (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)). |
| (17)(i) 52.219-9, Small Business Subcontracting Plan (Jun 2020) (15 U.S.C. 637(d)(4)). |
| (ii) Alternate I (Nov 2016) of 52.219-9. |
| (iii) Alternate II (Nov 2016) of 52.219-9. |
| (iv) Alternate III (Jun 2020) of 52.219-9. |
| (v) Alternate IV (Jun 2020) of 52.219-9. |
| (18) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)). |

Case 1:20-cv-01047-VJW Document 11-3 Filed 10/15/20 Page 67 of 76

Document Number: 951700-20-G-0166 Contract Number: 951700-20-G-0166 Page 7 of 12

__(19) 52.219-14, Limitations on Subcontracting (Mar 2020) (15 U.S.C. 637(a)(14)). (20) 52.219-16, Liquidated Damages--Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)). __(21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Mar 2020) (15 U.S.C. 657f). (22)(i) 52.219-28, Post Award Small Business Program Rerepresentation (Mar 2020) (15 U.S.C. 632(a)(2)). __ (ii) Alternate I (Mar 2020) of 52,219-28. _(23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Mar 2020) (15 U.S.C. 637(m)). (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Mar 2020) (15 U.S.C. 637(m)). __(25) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)), (26) 52.219-33, Nonmanufacturer Rule (Mar 2020) (15 U.S.C. 637(a)(17)). X (27) 52.222-3, Convict Labor (June 2003) (E.O. 11755). X (28) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jan 2020) (E.O. 13126). X (29) 52.222-21, Prohibition of Segregated Facilities (Apr 2015). X (30)(i) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246). __ (ii) Alternate I (Feb 1999) of 52.222-26. X (31)(i) 52.222-35, Equal Opportunity for Veterans (Jun 2020)(38 U.S.C. 4212). __ (ii) Alternate I (July 2014) of 52.222-35. X (32)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793). __ (ii) Alternate I (July 2014) of 52.222-36. X (33) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212). X (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). X (35)(i) 52.222-50, Combating Trafficking in Persons (Jan 2019) (22 U.S.C. chapter 78 and E.O. 13627). (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627). (36) 52.222-54, Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22,1803.) (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c) (3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.) $_{-}$ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available offthe-shelf items.) (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693). (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

Case 1:20-cv-01047-VJW Document 11-3 Filed 10/15/20 Page 68 of 76 Document Number: 951700-20-G-0166 Contract Number: 951700-20-G-0166 Page 8 of 12

| (40)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514). |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (ii) Alternate I (Oct 2015) of 52.223-13. |
| (41)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514). |
| (ii) Alternate I (Jun 2014) of 52.223-14. |
| (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b), |
| (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514). |
| (ii) Alternate I (Jun 2014) of 52.223-16. |
| X (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513). |
| (45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693). |
| _ (46) 52.223-21, Foams (Jun 2016) (E.O. 13693). |
| (47)(i) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a). |
| (ii) Alternate 1 (Jan 2017) of 52.224-3. |
| (48) 52.225-1, Buy AmericanSupplies (May 2014) (41 U.S.C. chapter 83). |
| (49)(i) 52.225-3, Buy AmericanFree Trade AgreementsIsraeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43. |
| (ii) Alternate I (May 2014) of 52.225-3. |
| (iii) Alternate II (May 2014) of 52.225-3. |
| (iv) Alternate III (May 2014) of 52.225-3. |
| (50) 52.225-5, Trade Agreements (Oct 2019) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note). |
| (51) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury). |
| (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note). |
| (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150). |
| (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150). |
| (55) 52.229-12, Tax on Certain Foreign Procurements (Jun 2020). |
| (56) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)). |
| (57) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)). |
| (58) 52.232-33, Payment by Electronic Funds TransferSystem for Award Management (Oct 2018) (31 U.S.C. 3332). |
| X (59) 52.232-34, Payment by Electronic Funds TransferOther than System for Award Management (Jul 2013) (31 U.S.C. 3332). |
| (60) 52 232.36 Payment by Third Party (May 2014) (31 11 S.C. 2222) |

Case 1:20-cv-01047-VJW Document 11-3 Filed 10/15/20 Page 69 of 76

Document Number: 951700-20-G-0166 Contract Number: 951700-20-G-0166 Page 9 of 12

- (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- __ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67).
- __(6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) (41 U.S.C. chapter 67).
- __ (7) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
- (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).
- (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).
- (d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract and does not contain the clause at 52.215-2, Audit and Records—Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

Case 1:20-cv-01047-VJW Document 11-3 Filed 10/15/20 Page 70 of 76

Document Number: 951700-20-G-0166 Contract Number: 951700-20-G-0166 Page 10 of 12

- (e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-
- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Jun 2020) (41 U.S.C. 3509),
- (ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).
- (iv) 52.204–25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)
- (vii) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).
- (viii) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).
- (ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).
- (x) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212)
- (xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).
- (xiii) (A) 52.222-50, Combating Trafficking in Persons (Jan 2019) (22 U.S.C. chapter 78 and E.O 13627).
- (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O 13627).
- (xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
- (xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
- (xvi) 52.222-54, Employment Eligibility Verification (Oct 2015) (E.O. 12989).
- (xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
- (xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).
- (xix)(A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
- (B) Alternate I (Jan 2017) of 52.224-3.
- (xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

Case 1:20-cv-01047-VJW Document 11-3 Filed 10/15/20 Page 71 of 76

Document Number: 951700-20-G-0166 Contract Number: 951700-20-G-0166 Page 11 of 12

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

Section 3 - Documents, Exhibits, or Attachments

1000 Scope of BOA

Purpose

The purpose of this contract action is to reinstate the USAGM's Blanket Ordering Agreement (BOA) with the vendor, BOA number BBG50-G-15-0006. This BOA is entered into based on your 07/31/2020 e-mail acceptance of USAGM's 7/31/2020 proposal to reinstate the expired BOA for Internet freedom tools.

Terms and Conditions

In addition to the terms and clauses included herein, this BOA incorporates by reference the terms and conditions of BOA number BBG50-G-15-0006, including its clauses.

Order of Precedence

In the event of a conflict between a contract clause or term of the original BOA and the new BOA, the terms and clauses of the new BOA shall govern.

Ordering Period

This BOA has a 5-year ordering period that begins on 8/4/2020 and extends through 8/3/2025 with no optional periods of performance.

Place of Performance

The place of performance for orders placed under this BOA will be specified at the time each order is placed, but generally will be at the contractor's facility.

Pricing Structure

The pricing arrangement of orders placed under this BOA will be specified at the time the order is placed. Orders may be priced on a firm fixed price basis, time-and-materials basis, or on a labor hour basis.

Scope and Purpose of Blanket Ordering Agreement

The overall purpose of the BOA and the general nature of the work for task orders awarded under the BOA is to obtain Internet censorship circumvention tools and services. The primary supplies and services required under this contract relate to state-of-the art, specialized information technology (IT) software and systems for circumventing Internet censorship by foreign governments, and require active, ongoing maintenance and support throughout the term of the Task Orders by the Contractor to ensure required service levels.

Description of Task Areas

Task Area 1 - Circumvention Client Software

When awarded a task order under this Task Area, the Contractor shall provide a system to circumvent Internet censorship imposed by foreign governments and Internet Service Providers (ISPs) using client software technology, which, at a minimum, transparently proxies HyperText Transfer Protocol (HTTP) traffic, and may, based on individual Task Order requirements, implement transparent proxy services for additional protocol traffic, up to and including full Virtual Private Network (VPN) service. The system shall work on operating systems as specified in each individual Task Order, which may include various desktop and mobile computing devices.

Case 1:20-cv-01047-VJW Document 11-3 Filed 10/15/20 Page 72 of 76

Document Number: 951700-20-G-0166 Contract Number: 951700-20-G-0166 Page 12 of 12

The system shall allow Internet users in target countries to use the client software package to circumvent the censorship of the Internet within their country.

Task Area 2 - Clientless Web Proxies

When awarded a task order under this Task Area, the Contractor shall provide a network of web proxies which may be accessed by any web browser which supports Secure Hypertext Transfer Protocol (HTTPS) and which can be distributed by BBG broadcasters. The system must allow Internet users in target countries to circumvent the censorship of the Internet within their country by accessing web proxies operated by the Contractor which are distributed globally and use a diverse set of domain names and dynamic IP addresses which cannot easily be discovered, enumerated, and blocked. The proxy sites shall be changed regularly, based on the specifics of site blockages in the target countries.

Task Area 3 - Reserved

There is no plan to award work under Task Area 3 at this time.

Task Area 4 - Electronic Mail Newsletter Distribution

When awarded a task order under this Task Area, the Contractor shall distribute an electronic mail (email) newsletter provided by USAGM broadcasters to a list of electronic mail addresses provided by the broadcasters, and validated by the Contractor, on a schedule as specified in the Task Order. The Contractor shall evade attempts by foreign governments to censor the newsletters through the use of various techniques.

Task Area 5 - Censorship Circumvention Technical Expertise and Support

When awarded a task order under this Task Area, the Contractor shall provide its technical expertise in Internet censorship circumvention to further the USAGM's other Internet anti-censorship initiatives. This may consist of producing technical documentation and reports on the current state of Internet censorship in target countries; providing computer programming and software engineering for BBG's internal software products, open source software, or other Contractor's software; or setup, maintenance, and operation of computer systems and network devices.

Under the terms of your BOA your firm is eligible to compete for work projects under the following Task Area(s):

- Task Area 1
- Task Area 2
- Task Area 4
- Task Area 5

Authority

This procurement action is entered into under the USAGM's statutory authority to conduct procurements without regard to any other provision of law relating to such procurements [See 22 U.S.C. 6204(a)(10)].

Protests

The Competition in Contracting Act (CICA) does not apply to this reinstated agreement; therefore, GAO does not have jurisdiction over protests related to any task order or task order request for proposal (TORFP) issued under this agreement. All pre-award and post-award protests of task orders to be awarded under this BOA must be submitted directly to the contracting officer, whose final decisions may be appealed to the agency's Senior Procurement Executive.

Case 1:20-cv-01047-VJW Document 11-3 Filed 10/15/20 Page 73 of 76 Document Number: 951700-20-G-0177 Page 1 of 12

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Def. App. 465

Case 1:20-cv-01047-VJW Document 11-3 Filed 10/15/20 Page 74 of 76

Document Number: 951700-20-G-0177 Page 2 of 12

| 19. ITEM NO. | | 20. SCHEDULE OF SUPPLIE | ES/SERVICES | | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
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Case 1:20-cv-01047-VJW Document 11-3 Filed 10/15/20 Page 75 of 76 Document Number: 951700-20-G-0177 Page 3 of 12

Table of Contents

| Section | <u>Description</u> <u>Page Num</u> | ber |
|---------|---------------------------------------------------------------------------------------------------|-----|
| 1 | Continuation Sheet | |
| 2 | Contract Clauses | |
| | 52.252-2 Clauses Incorporated by Reference (Feb 1998)4 | |
| | 52.204-21 Basic Safeguarding of Covered Contractor Information Systems (June 2016)4 | |
| | 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)4 | |
| | 52.232-1 Payments (Apr 1984)4 | |
| | 52.232-18 Availability Of Funds (Apr 1984)4 | |
| | 52.232-39 Unenforceability of Unauthorized Obligations (Jun 2013)4 | |
| | 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)4 | |
| | 52.233-1 Disputes (May 2014)5 | |
| | 52.249-14 Excusable Delays (Apr 1984)5 | |
| | 52.212-4 Contract Terms and Conditions-Commercial Items (Oct 2018) | |
| | 52.242-15 Stop-Work Order (Aug 1989)5 | |
| | 1952.232-91 Electronic Invoicing and Payment Requirements - Invoice Payment Platform (IPP) (April | |
| | 2016) | |
| | 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders- | |
| | Commercial Items (Jun 2020)5 | |
| 3 | Documents, Exhibits, or Attachments | |
| | 1000 Scope of BOA11 | |

Document Number: 951700-20-G-0177 Page 4 of 12

Section 1 - Continuation Sheet

| umber | Supplies or Servi | ces | Quantity | Unit | Unit Price | Total (Inc. disc., tax, and fees) | | | | |
|-------|--------------------------------------------------------------------------------------------------------------|------------------------|------------------|---------|------------|-------------------------------------------------|--|--|--|--|
| 1 | Services | | 0.000000 | LT | \$0,0000 | \$0.0 | | | | |
| | Period of Performance: 08/04/2020 - 08/03/2025 | | | | | | | | | |
| | Description: BASIC ORDERING AGREEMENT FOR CIRCUMVENTION CLIENT SOFTWARE IN ACCORDANCE WITH STATEMENT OF WORK | | | | | | | | | |
| | Reference Line: I105-20-IQ-00 | 0005 - 1 | | | | | | | | |
| | CLIN Funding: 1. (2020-X0206-UOSO-I105-10 | 050-2589-2020): \$0.00 | | | | | | | | |
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Section 2 - Contract Clauses

08/04/2020

52.252-2 Clauses Incorporated by Reference (Feb 1998)

08/03/2025

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this / these address(es):

[Insert one or more Internet addresses]

(End of clause)

| Clause | Title | Fill-ins |
|-----------|---------------------------------------------------------------------------|----------|
| 52.204-21 | Basic Safeguarding of Covered Contractor Information Systems (June 2016) | av |
| 52.209-10 | Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015) | |
| 52.232-1 | Payments (Apr 1984) | |
| 52.232-18 | Availability Of Funds (Apr 1984) | |
| 52.232-39 | Unenforceability of Unauthorized Obligations (Jun 2013) | |